COMPANY LAW AND PRACTICE p. 789
MATRIMONIAL JURISDICTION p. 790

The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXIII. No. 48 [PAGES 787 TO 804] Saturday, November 30, 1929. PRICE 1s.

MEMORANDUMS AND ARTICLES OF ASSOCIATION.
(To accord with The Companies Act, 1929.)
FORM A—For Large Public Companies, 3s. 6d.
FORM B—For Small Public Companies, 2s. 6d.
FORM C—For Large Private Companies, 3s. 6d.
FORM D—For Small Private Companies, 2s. 6d.
The above draft forms are drawn, settled and revised from time to time by eminent Company Counsel. The printing charges are calculated on a reduced scale if any one of these Forms is adopted and the printing entrusted to
JORDAN & SONS, LIMITED,
Company Registration Agents,
116-118 Chancery Lane, London, W.C.2.
City Branch—13, Broad Street Place, E.C.2.

Telephone: CITY 5627 (2 lines).
MATTHEWS & GOODMAN,
Auctioneers, Surveyors and Estate Agents,
VALUERS FOR ESTATE DUTY. REAL ESTATE. COMPENSATION CLAIMS. CHATTELS.
RATING SURVEYORS. ESTATE MANAGERS.
35, BUCKLERSBURY, E.C.4.
Branches: HAMMERSMITH and LEYTONSTONE.

COINS & MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, LTD.
Coin Dept.: 3, ADELPHI TERRACE HOUSE, ADELPHI, W.C.2. Temple Bar 1611.
Medal Dept.: DUNCANNON ST., W.C.2. Gerr. 7717.

ESTABLISHED 1782
THE
PHŒNIX
ASSURANCE COMPANY, LTD.
issues
BONDS to the COURTS
on behalf of
ADMINISTRATORS, RECEIVERS IN CHANCERY, TRUSTEES IN BANKRUPTCY, and under DEEDS OF ARRANGEMENT.
Every facility for granting cover in respect of Fire and other risks is offered by the "PHŒNIX."
APPLICATIONS FOR AGENCIES INVITED.
The "PHŒNIX" for ALL CLASSES OF INSURANCE.
Head Office:
PHŒNIX HOUSE, KING WILLIAM STREET, LONDON, E.C.4.
Law Courts Branch:
187, FLEET STREET, E.C.4.

ORDER ALL
LAW BOOKS
FROM
THE SOLICITORS' LAW STATIONERY SOCIETY, Ltd.,
LAW BOOKSELLERS,
22, CHANCERY LANE, W.C.2, & Branches.
Telegrams: "OYEZ FLEET, LONDON."
Telephone: HOLBORN 0162.

REVERSIONARY INTEREST SOCIETY LTD. (ESTD. 1823)
EQUITABLE REVERSIONARY INTEREST SOCIETY LTD. (ESTD. 1835).
The two Societies are under the same management at
19, COLEMAN STREET, LONDON, E.C.2.
Total Funds invested in Reversions purchased or in Loans upon them: £1,700,000.
The Law Costs for Loans are regulated by Scale.

For
ADMINISTRATION
RECEIVERSHIP
CUSTOMS
FIDELITY GUARANTEES
} BONDS
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION LIMITED,
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY AND INVESTMENT CO.
Assets £1,000,000.
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

THE
GUARANTEE
SOCIETY LIMITED
for
Administration Bonds
ON FAVOURABLE TERMS
OBLIGATION TO PRIVATE SURETIES AVOIDED.
Head Office: 19, BIRCHIN LANE, LONDON, E.C.3.
Telephones: Mansion House 8613-4.
BRANCHES IN ALL PRINCIPAL TOWNS.
COURT BONDS and INDEMNITIES GENERALLY.

"'THE SOLICITORS' JOURNAL'—THAT ADMIRABLY CONDUCTED PAPER OF THE PROFESSION."—*The Hon. Mr. Justice McCardie.*

THE SOLICITORS' JOURNAL

REVISED

Advertisement Rates.

APPOINTMENTS VACANT AND OTHER SMALL PRIVATE ADVERTISEMENTS.

30 words (or less) .. **6s. 0d.**
Per line after .. **1s. 0d.**
Appointments Wanted **5s. 0d.**
} Three Insertions for the price of two.

Registration and Postage of Replies sent to Box Number, **1s. 0d.**

ALL REPLIES ARE FORWARDED DAILY.

DISPLAYED ADVERTISEMENTS.

Front Cover **15s.** per Inch. (S.C.)
Other Pages **10s.** per Inch. **£5** per Column.
Per Page, facing matter, **£16 16s.**
Half Page and Quarter Page, *pro rata.*
Auctioneers' Announcements, **10s. 0d.** per inch (less 10%).
Auctioneers' Cards: Special rates according to length of series.
Public Notices, etc., **1s. 6d.** per line.
Information Required, Professional Announcements and Paragraph Advertisements, **2s.** per line.
SPECIAL TERMS FOR A SERIES.

RATES FOR SPECIAL NUMBERS BY AGREEMENT.

The Assistant Editor, THE SOLICITORS' JOURNAL, 29, Breams Buildings, E.C.4.

Telephone: Holborn 1853.

LEGACIES and BEQUESTS

are needed by

EARL HAIG'S BRITISH LEGION APPEAL FUND.

The great National Voluntary Organisation which makes provision for Distressed Ex-Servicemen of all Services and of all ranks, their Dependents and the Widows and Orphans of those who gave their lives in the Great War.

SOLICITORS are earnestly requested to bring to the notice of Clients making their Wills this FUND, which serves to discharge

THE DEBT OF HONOUR.

Full particulars and Forms of Bequest can be obtained from the Organising Secretary (Capt. W. G. Willcox, M.B.E.), 26, Eccleston Square, London, S.W.1.

READING CASES

FOR THE

SOLICITORS' JOURNAL

Cloth. Gilt Lettering. Strongly made. **6/-** **26 Strings (sufficient for Six Months).**

Postage 6d.

Address Orders to:
THE ASSISTANT EDITOR, "THE SOLICITORS' JOURNAL,"
29, BREAMS BUILDINGS, LONDON, E.C.4.

The Companies Act, 1929,

IS NOW IN FORCE.

FORMS UNDER THE NEW ACT

DRAFT FORMS OF

MEMORANDUMS AND ARTICLES OF ASSOCIATION

SETTLED IN ACCORDANCE WITH THE PROVISIONS OF THE NEW ACT, BY D. G. HEMMANT, Esq., of the Inner Temple, Barrister-at-Law,
Author of "The Companies Act, 1929, with Explanatory Notes and References to Decided Cases." (*See below*).

FORM A—For Large Public Companies **3s. 6d.**
FORM B—For Small Public Companies **2s. 6d.**
FORM C—For Large Private Companies **3s. 6d.**
FORM D—For Small Private Companies **2s. 6d.**

The printing charges are calculated on a reduced scale if any one of these Forms is adopted and the printing entrusted to Jordan & Sons, Limited.

INCORPORATION
All Forms required thereon.

FOR WINDING UP
Compulsory Liquidations—Petitions and Forms.
Members' Voluntary Winding-up—All Notices and Forms.
Creditors' Voluntary Winding-up—All Notices and Forms.

WRITE FOR PARTICULARS AND LISTS.

COMPANY SEALS, REGISTERS AND PRINTING.

THE

NEW COMPANY LAW

as it affects
(a) Private Companies
(b) Public Companies
By
HERBERT W. JORDAN,
Company Registration Agent.

¶ This book shows what is new in the law and where it may be found, which, as a result of the rearrangement of the law in the new Act, is not at first apparent. Public Companies are affected (with few exceptions) by all the amendments shown; but Private Companies are subject only to those set out in the first part of the book.

WITH REPRINT OF THE COMPANIES ACT, 1929, and Table showing where corresponding sections of the earlier Acts are to be found therein, strongly bound in cloth

Price 9s. net,
post free

"The alterations in the law are clearly and accurately indicated . . . Will be of great practical use to Solicitors and their managing Clerks engaged in Company work, and should prove of no less utility to Secretaries, Directors, Auditors, and other officers of Companies, as a guide to their duties and obligations so far as altered or affected by the new Act and we feel confident that it will be widely appreciated."—SOLICITORS' JOURNAL.

JORDAN & SONS, LIMITED,

Law Publishers, Company Registration Agents,
116 to 118, CHANCERY LANE, LONDON, W.C.2.
City Branch: 13, BROAD STREET PLACE, E.C.2.

The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page iii.

VOL. LXXIII. **Saturday, November 30, 1929.** No. 48

Current Topics: Judicial Titles—Scottish Titles—Local Authorities and the Hatry Crash—Moneylenders' Actions—The Custody of Dangerous Drugs—Bequests by Locality—Plea of Fair Comment — Contributory Negligence 787
Company Law and Practice 789
Matrimonial Jurisdiction 790
Application of Proceeds of Sale of Settled Leaseholds 790
A Conveyancer's Diary 791
Landlord and Tenant Notebook .. 792
Our County Court Letter 792
Practice Notes 793
Points in Practice 794
Correspondence 795
Reviews 795
Books Received 796
Notes of Cases 796
Societies 798
In Parliament 799
The Chartered Institute of Secretaries 800
The Law Society 801
Legal Notes and News 803
Court Papers 804
Stock Exchange Prices of certain Trustee Securities 804

Current Topics.

Judicial Titles.

THE FACT that the new Lord of Appeal has decided to follow in his father's footsteps in the matter of his judicial title, by being known as LORD RUSSELL OF KILLOWEN, makes it of interest to observe the differences in this respect among the various dignitaries who have reached the same exalted position. In the early days, that is, after the Appellate Jurisdiction Act, 1876, authorised the appointment of a certain number of life peers to sit in the House of Lords to assist in the despatch of its judicial work, each new Lord of Appeal used his own name as his judicial title, as, for example, was done by LORD BLACKBURN, LORD WATSON and LORD MACNAGHTEN. The first departure from this practice was, we believe, made by Lord Justice HAMILTON, who on his promotion to the House of Lords as a Lord of Appeal chose a different title by which to be known, namely, LORD SUMNER. LORD DUNEDIN may be thought to offer a further instance of the same departure from this older practice, but it must be remembered that this distinguished judge whom his former colleague, LORD SHAW, declared was the equal of LORD WATSON, was the holder of a peerage with the ordinary limitations when he exchanged the position of Lord President of the Court of Session for that of a Lord of Appeal. But LORD SUMNER'S example in taking a different judicial title from that of his own surname was followed by Sir ROBERT YOUNGER, who is now LORD BLANESBURGH, and by Mr. WILLIAM WATSON, who is now LORD THANKERTON. Another point of interest in connexion with the office of Lord of Appeal is that several who have held it have been "promoted" from life peerages to peerages with the ordinary limitations. LORD SUMNER, on receiving the higher dignity of a Viscountcy, received a grant of an hereditary peerage; so, too, did LORD SHAW on resigning office recently, at the same time exchanging his title from LORD SHAW to LORD CRAIGMYLE.

Scottish Titles.

THE SAME divergence in the matter of judicial titles may be observed among the occupants of the Bench of the Court of Session in Scotland. At one time nearly all those judges on their appointment were addressed by the name of their estates; thus ALEXANDER BOSWELL, the father of Dr. JOHNSON'S biographer, became LORD AUCHINLECK on his promotion to the Bench. Somewhere about the middle of last century this practice, which had been almost inveterate, was departed from in some instances. Thus FRANCIS JEFFREY, who is best remembered now as the editor for many years of the *Edinburgh Review*, when appointed to the Bench, elected to be styled LORD JEFFREY. In the same way his friend and biographer, HENRY COCKBURN, chose his surname as his judicial title, and as LORD COCKBURN he acquired a distinguished reputation not merely as a judge but as a writer. COCKBURN had little patience with the choice of territorial titles by judges, and in his journal, in noting the promotion of his brother-in-law, THOMAS MAITLAND, to the Court of Session, with the title of LORD DUNDRENNAN, he expressed the hope that he would be the last who would have "the infirmity of changing his own name, and taking that of his clods." This hope has not been realised, for there are still a few of the judges who adhere to the old practice and select as their title on the Bench the name of their estates. It should be noted, however, that although in the cause lists and in the reports of their decisions those judges are designated by their territorial titles, they use their own names in signing official documents.

Local Authorities and the Hatry Crash.

UNDER THE above heading we published a note last September (see *ante*, p. 618) discussing questions arising from the fact that one of the HATRY companies, acting as an "issuing house," had been handed certain corporation securities to place without cash payment, or any guarantee of such payment for them, other than the honesty of its officials and its solvency. In our note we touched on the point of the possible liability of corporation officials who parted with their borough scrip without cash equivalent. The borough funds, i.e., the pockets of the ratepayers, would, of course, be fully liable to a duly registered holder of such a security who had given valuable consideration for it, and the question would be whether the corporation officials would in turn become liable to indemnify their ratepayers for losses caused in this way through the default of an issuing house. It is now reported that a body known as the Newcastle and Northumberland Economic Union has taken counsel's opinion in the matter, so far as it affects the City of Newcastle-on-Tyne, to the effect that the members of the Finance Committee of the City Corporation, together with certain officials, are liable to make good to the city ratepayers a sum of nearly £67,000 lost in this way. It is also stated that the local ratepayers' association is "showing an active interest in the affair" (which is hardly surprising) and there is a suggestion that the Ministry

of Health should hold public inquiry into the loss. The possibilities of an Indemnity Act are also being considered. It may be observed that a court may relieve a trustee who, acting reasonably and honestly, has caused loss by a breach of duty or trust (s. 62 of the Trustee Act, 1925, superseding s. 3 of the Judicial Trustees Act, 1896), and, similarly, company officials (s. 372 of the Companies Act, 1929), and also, in the case of surcharges, the power to remit when such remission is "fair and equitable" (see the Poor Law Audit Act, 1848, s. 4, and the Public Health Act, 1875, s. 247 (8)) is exercised by the Ministry of Health. Here, however, presumably there can be no surcharge, at least until interest is paid on capital which the city has not received, and the Ministry's power hardly seems applicable to the regular payment of such interest, or repayment of such capital when due. Presumably, in such circumstances no councillor or official will sign cheques for interest unless and until indemnified, though an action by a holder against the corporation would admit of no defence. The position may be regarded as a difficult one, and, if it is shown that, as a practical matter, local authorities need the services of these issuing houses, they should be enabled to invoke them subject to sufficient guarantee of their solvency.

Moneylenders' Actions.

It is perhaps worthy of remark that the lists of causes for trial in the King's Bench Division for this term contain the names of only three or four actions by moneylenders, as compared with the number which used to appear there only a few terms ago. It must be remembered also that, even after the decision in *Glaskie* v. *Watkins*, moneylending cases are seldom tried as short causes so as not to appear in the term's lists. As moneylending transactions inevitably lead to a considerable degree of litigation, it seems to follow that the West End moneylenders who are usually plaintiffs in these cases are doing much less business than formerly, which is no doubt in the general interest, if not in that of the legal profession. This result is probably due largely to the operation of the Moneylenders Act of 1927, which came into force on 1st January, 1928. The prohibition of circulars contained in this Act, together with the difficulties put in the way of employing the usual West End touts, have probably made it a great deal more difficult to attract business by putting apparently tempting offers before the unwary.

The Custody of Dangerous Drugs.

At a meeting of the Chemists' Defence Association, held in London a few days ago, the secretary reported that a member had been summoned under the Dangerous Drugs Act Regulations for leaving the door of his "dangerous drugs" cupboard unlocked with the key in the lock. The defendant was placed on probation and ordered to pay three guineas costs. The requirements of the law in regard to this particular matter are laid down in the Consolidated Regulations under s. 7 of the Dangerous Drugs Act, 1920, and require the drugs, to which these regulations apply, to be stored by chemists in a locked receptacle, the key of which is kept by the chemist or his qualified assistant. The regulations only apply to cocaine, morphine, opium and Indian hemp preparations. Curiously enough, these dangerous drugs when in the hands of medical men and veterinary surgeons are *not* required to be kept in locked receptacles—a fact that has recently been the subject of wide comment in the public press. The class of poisons to which these regulations apply, however, is the class used for what is commonly known as "doping"; and so the authorities have adopted stricter provisions as to their storage than apply to potent poisons like arsenic and strychnine which are not used as narcotics.

Bequests by Locality.

The decision of Eve, J., in *re Neilson* (73 Sol. J., 765), appears to fall in with the current of authority as to bequests by locality, which sometimes raise difficult questions. The late Mr. Alexander Neilson, K.C., left the contents of his room in the Temple to a Mr. Clyde, "including all the law library therein." In fact, in addition to the usual contents of a barrister's chambers, there were some extremely valuable autograph letters in a drawer, written by Lord Nelson, Sir Walter Scott, Robert Burns and others. The residuary legatees claimed that these did not pass under the specific bequest, but Eve, J., held that the language of the will was too strong for him to give effect to that contention. Bequests of movables in terms of immobility are apt to give rise to difficult questions, but the convenience of including a number of objects in a simple phrase instead of making an inventory of them naturally makes them popular with testators. They may be convenient in a will made in a last illness, but, if the will is made long before the death, the testator may have shifted the furniture elsewhere, whether temporarily or permanently, or even left the house. When a cheque or share certificate is found in a room after the death of a testator who has made a bequest of this kind, it does not usually pass with it, being considered merely as evidence of title of something situate elsewhere, see *re Robson* [1891] 2 Ch. 559, in which case it was held that the bequest of the contents of a desk does pass such choses in action. This distinction may be regarded as founded on a common-sense view of the testator's intentions. If there is any sort of enumeration of the contents of a room the *ejusdem generis* doctrine may apply, see *re Zouche* [1919] 2 Ch. 178, in which P. O. Lawrence, J., held that a collection of books did not pass with furniture. As to the danger of such a bequest when the testator permanently leaves a house, see *Spencer* v. *Spencer* (1856), 21 Beav. 548, but a merely temporary removal of plate or furniture will not defeat it, see *re Johnston* (1884), 26 C.D. 338, at p. 552; *re Baxendale* (1919), 148 L.T. Jo. 139; and *Rawlinson* v. *Rawlinson* (1876), 3 C.D. 302—the latter a strong case, for the articles were removed indefinitely while a tenant was in possession. Those who take instructions to draw such bequests should point out the various difficulties in which executors may be placed, and some such words as "now or usually contained in" may let in evidence from the family, which may prevent a total defeat of intention as in *Spencer* v. *Spencer*. On the principle that objects temporarily out of the room are nevertheless included in such a bequest, it should be held that those temporarily in the room should be excluded. In *re Neilson*, however, there appears to have been no evidence that the letters were out of place. In the gift of the law library, Eve, J., referred to its "peripatetic" nature, barristers in the same chambers holding their books on the early Christian principle of community.

Plea of Fair Comment.

The plea of fair comment in libel actions is a fruitful source of difficulty. It is much easier for a defendant to succeed on a plea of fair comment than on a plea of justification; it is not surprising, therefore, that strenuous efforts are often made by alleged libellers to bring the defamatory words within the ambit of fair comment upon a matter of public interest. In *Burton* v. *Board* [1929] 1 K.B. 301, the plaintiff claimed damages for libel in respect of certain alleged defamatory statements made concerning him by the defendant. The defendant admitted publication of the words complained of, and pleaded that the words were fair comments made in good faith and without malice upon a matter of public interest. The defendant then gave particulars setting out the facts upon which he was commenting, namely, certain letters written by the plaintiff to the press. The plaintiff applied to strike out a number of these particulars on the ground that the defendant was not entitled to include them in his pleading unless he justified them. The Court of Appeal (reversing the decision of Horridge, J.), held that the defendant was entitled to give particulars of the facts upon which he based his comments, although those facts were

defamatory of the plaintiff and there was no plea of justification. As SCRUTTON, L.J., said at p. 305: "There are two senses in which a defendant may justify or say the statements are true; he may justify the words with the inferences that would ordinarily be drawn from them, and say that they are correct. That is the ordinary plea of justification. There is a more limited sense in which he may justify; he may say that the facts stated are facts, and that the inferences drawn from them and the comments made on them are opinion, and that the inferences and comments are fair in the sense that they were made without malice and were such as might reasonably be made on the facts." There appears to be good authority for the line adopted by the Court of Appeal in the above case. In *Digby* v. *Financial News, Ltd.* [1907] 1 K.B. 502, Lord COLLINS, M.R., said at p. 508: "If the defendant makes a mis-statement of any of the facts upon which he comments, it at once negatives the possibility of his comment being fair. It is therefore a necessary part of a plea of fair comment to show that there has been no mis-statement of the facts in the statement of the materials upon which the comment was based." Again, in *Sutherland* v. *Stopes* [1925] A.C. 47, Lord FINLAY said at pp. 62-63: "The averment that the facts were truly stated is merely to lay the necessary basis for the defence on the ground of fair comment. This averment is quite different from a plea of justification of a libel on the ground of truth, under which the defendant has to prove not only that the facts are truly stated, but also that any comments upon them are correct."

Contributory Negligence.

ON p. 414 *ante* we published an article on this subject, analysing the decision of Lord HEWART in *Service* v. *Sundell* (1929), W.N. 182, and pointing out the unsatisfactory working of the law when both parties are to blame in a road accident. That case resulted in the disagreement of the jury, and another before the Lord Chief Justice, *Hargrove* v. *Burn*, reported in *The Times* of 23rd November, has had a similar sequel. The cases cited in *Service* v. *Sundell* and *Hargrove* v. *Burn*, also discussed on p. 414, are partly those relating to sea collisions from the Admiralty reports, and partly those concerning collisions on roads from K.B. and Q.B. The actual law as to the finding of contributory or responsible negligence is the same in each court, but the results to the parties of its application are entirely different. The action for damages brought by a plaintiff in respect of a land collision entirely fails if his own carelessness has been a real factor in it (in the "donkey case," *Davies* v. *Mann* (1842), 10 M. & W., the plaintiff's carelessness was held not to be such a factor). The action for damages in Admiralty, however, does not necessarily so result after such a finding. The ancient Admiralty rule was that where both parties were at fault, the damages must be borne equally, and since the Maritime Conventions Act of 1911 the law has been made even more elastic by allowing the court to apportion the damages in accordance with the proportion of blame it attributes to each party. Moreover, an elaborate code of "Regulations for preventing collisions at sea" is in force, but the rules of the road, save those of keeping to the left, and overtaking on the right, are vague and unsatisfactory. The case of *Boss* v. *Litton* (1832), 5 C. & P. 407, establishes the right of a man infirm from disease to walk on the carriage-way, and the duty of drivers to exercise reasonable care to avoid him. In that particular instance the plaintiff was reputed to be partially paralysed, but the same principle would presumably apply to a deaf or blind person, although the statutory rules as to horns and lights on cars are founded on the supposition that the wayfarer in front of an on-coming car can hear the former and see the latter. In the circumstances, a clear and definite code of rules for preventing collisions on land appears to be indicated, and, if juries were allowed to apportion damages on the principle of s. 1 of the Maritime Conventions Act, 1911, it is probable that they would disagree less frequently than they do at present.

Company Law and Practice.

V.

IT is frequently a matter of comment, more usually comment by lay publicists or propagandists, that some particular class or body is looked upon with peculiar favour, or disfavour, by the law. Whether in the past directors of joint stock companies have been too favourably treated may be open to argument, but, on the whole, most people will be found to agree that some tightening up in the law was desirable, and that the Companies Act, 1929, has made some useful progress in this direction.

Reference has already been made to the prohibition imposed by s. 152 on attempts to indemnify directors against the consequences of their own negligence or default in connexion with the affairs of their companies; and last week another restriction was brought to the notice of the profession by the report of an application made under s. 142 by an undischarged bankrupt for leave to continue to act as director of a company. Section 142 makes it an offence, with heavy penalties, for an undischarged bankrupt to act as a director of any company without the leave of the court by which he was adjudicated bankrupt; unless his bankruptcy was before 3rd August, 1928 (the date of the passing of the now repealed Companies Act, 1928), and he has acted as director of a company continuously since that date, when such acting is not to be an offence under the section as regards that particular company. It should be noted that this exemption only applies as regards the company of which he was a director before the 3rd August, 1928, and that the fact that he has acted as a director of one company does not confer a general exemption from the provisions of the section.

In the application reported last week the official receiver in bankruptcy (who must be served with notice of the intention to apply) opposed the granting of the application, and the registrar in bankruptcy refused to grant the leave. The application is made by motion, supported by an affidavit of the applicant, and is heard in open court. The official receiver must be given twenty-eight days' notice, and it is intended that he shall in each case make a report on the history of the applicant's bankruptcy, while the applicant must attend for cross-examination, if necessary, on his affidavit. This is the procedure at present arranged in the bankruptcy court, and is subject to any rules which may be made with regard to these applications (see *The Times* newspaper, 8th November, 1929).

After the refusal to grant leave as mentioned above, it was intimated that an appeal might be lodged, and counsel for the applicant asked for provisional leave for the applicant to continue to act for ten days or until such time as the appeal could be heard, but Mr. Registrar MELLOR held that he had no power either to grant or refuse provisional leave (*The Times* newspaper, 20th November, 1929). The section does not of itself disqualify a person from being a director (though he might, of course, be otherwise disqualified), and this portion of the section appears to go no farther than to say that if a person to whom it applies acts as a director, he is to be liable to the penalties set out therein.

But the section casts its net a great deal wider than this, for, in addition to the provisions discussed above with regard to persons acting as directors of a company, it also applies to any person who "directly or indirectly takes part in or is concerned in the management of any company." A correspondent in these columns of a few weeks ago referred, in connexion with the word director as used in the Act, to the celebrated definition of an archdeacon. Applying, if a somewhat obscure phrase may be pardoned, the converse of this definition by analogy, we arrive at the broad conclusion that this section is intended to apply also to managers of a company. But who is a manager? This seems to be a question to which, unless and until the section has been the subject of judicial consideration (and probably frequent judicial consideration), it is as impossible to give an answer, as it is in the case which arises

under s. 149, as to when a director has an interest in a contract with his company.

It seems that the expression ought not to be too widely construed, but that, at any rate, it should refer only to what may be called the general management of a company, as opposed to the control of special departments. For instance, in the case of, say, a company which carries on the business of engineers, it is certainly arguable that the tool-room foreman, who has one of the most responsible positions in the works, is a person who is concerned in the management of the company, because he manages one of its most vital departments; and yet it would be manifestly unfair that someone of that sort should come under this ban. But even this test, that of the general management, is not completely satisfactory. What about the secretary? It is no doubt true to say that he is frequently merely the means of carrying out the directions of other persons, but even so, he seems to come perilously near the wording of the section.

Undoubtedly it is a question which must be determined on the particular facts of each case, but beyond that there seems to be no guide, though perhaps one may express a hope that the section will not be construed in such a manner as to extend beyond persons who are in a position to exercise some effective general control over the affairs of the company.

(*To be continued.*)

Matrimonial Jurisdiction.

A REMARKABLE and very interesting case relating to jurisdiction in matrimonial matters came recently before a Divisional Court of the Divorce Division in *Papadopoulos, S. G.* v. *Papadopoulos, A. E. L.*, 73 SOL. J. 797. The appellant was born in Cyprus in 1886. In 1905 he came to London to study medicine, and in 1912 he married the respondent, a Frenchwoman, at the Holborn Register Office, London. In 1913 the husband returned to Cyprus to practise, and the wife followed and instituted proceedings against her husband in the District Court of Nicosia. Terms were agreed between the parties whereupon a consent judgment was delivered by the District Court of Nicosia in May, 1914, whereby the marriage in London in 1912 was declared null and void, and the husband paid his wife a sum of money in satisfaction of all the latter's pecuniary claims. For fifteen years the parties did not see each other, and in the spring of 1928 the wife returned to England and commenced proceedings for maintenance at Bow-street Police Court against her husband, who had also returned to England some years previously. The learned magistrate held that the decree of nullity pronounced by the District Court of Nicosia, Cyprus, in May, 1914, was invalid and that, as the marriage still subsisted, the husband should pay £2 a week toward the maintenance of his wife. On appeal by the husband, the learned magistrate's decision was upheld by the Divisional Court of the Divorce Division (Lord MERRIVALE, P., and HILL, J.). The learned President, in the course of his judgment, stated the position clearly as follows: In May, 1914, the District Court of Nicosia was one of the British courts in Nicosia regulated by Orders in Council under the Anglo-Turkish Convention of 1878. Later, in 1914, Cyprus was annexed by Great Britain. Under the above-mentioned Orders in Council the power to dissolve and to decree nullity of marriage was expressly excepted from the jurisdiction exercisable by any of His Majesty's courts in Cyprus in 1914. Therefore the District Court of Nicosia was not competent to determine on the validity of the marriage, and its jurisdiction could not be enlarged in matrimonial cases by the consent of the parties. The agreement reached between the parties, which formed the basis of the consent judgment delivered by the Court of Nicosia, was illegal and immoral and could not be set up in an English court. The above case invites us to comment upon the validity in England of decrees made by foreign tribunals in matrimonial matters. Firstly, in regard to dissolution of marriage, it was laid down in the Court of Appeal in *Baxter* v. *Baxter, otherwise Lowe* [1906] P. 209, that the domicil for the time being of the married pair, when the question of divorce arises, affords the only true test of jurisdiction to dissolve their marriage, and a divorce granted by a foreign court will be recognised by the English courts even if granted for a cause which would not have been sufficient to obtain a divorce in England, provided that the foreign court is *competent* to grant a divorce by the laws of its own country. As for nullity, it was laid down by the learned President (Sir H. DUKE) in *Mitford* v. *Mitford and Von Kulhlmann* [1923] P. 130, that when a foreign court has jurisdiction over the subject matter and the parties and has proceeded in accordance with English ideas of natural justice, its judgment as to the nullity of a marriage seems to be as conclusive as a like judgment in any other civil proceedings; if the foreign court has jurisdiction in the above sense, the English courts do not inquire whether the jurisdiction is properly exercised.

Application of Proceeds of Sale of Settled Leaseholds.

UNDER S. 79 of the S.L.A., 1925, capital moneys representing the purchase price of a lease for years may be paid either by the trustees of the settlement or on the application of any party interested in the money by the court in such manner as will give the parties interested in the money the like benefit as they might lawfully have had from the retention of the lease.

Section 79 applies in every case where a lease for years is sold, but it is not usual for the trustees of the settlement to apply it unless required so to do by the beneficiary. As the tenant for life is entitled to be put in the same relative position as regards the proceeds of sale of the wasting asset as he formerly was in regard to the wasting asset itself, there is no valid reason why trustees should not take the initiative in applying this section.

Now the principle on which apportionment of the purchase money as between tenant for life and remaindermen is made is laid down in *Askew* v. *Woodhead* (1880), 14 Ch. D., 18, 27; *Re Simpson* [1913] 1 Ch. 277, and the other cases cited in "Wolstenholme & Cherry's Conveyancing Statutes," 11th ed., Vol. II, p. 209. Briefly the rule is that the tenant for life is entitled to receive an annuity, payable half-yearly, of such an amount that the payment thereof will exhaust the fund in the number of years which the leasehold has to run.

The proceeds of sale cannot, of course, be sunk in the purchase of an annuity, and actually the tenant for life receives half-yearly the dividends on the investments made with the proceeds of sale, together with such a slice of capital as will be sufficient to make up the half-yearly payment to the half-yearly instalment of the notional annuity.

Assuming therefore that trustees have decided to apply s. 79, a question of importance arises as to whether the half-yearly instalments of capital payable to the tenant for life are liable to assessment for income tax, and the answer to this question may also influence the tenant for life in reaching a decision on the question of sale, as it is obvious that the retention of a short lease results, in effect, in the payment of income tax (including super-tax) on the capital value of the wasting asset which is slowly exhausted by the payment of the annual rent during the residue of the term.

Put in technical form, the question is whether the sums payable to the tenant for life are annual profits or gains within the meaning of Schedule D of the Income Tax Acts, and the

principle involved is whether the tenant for life must be regarded as taking an interest in the fund conferring annual profits or gains being the annual sums paid to him which arise from the trust property, or whether he is entitled by virtue of his interest under the will to—

(i) the income derived from the investments made with the proceeds of sale ;

(ii) payments of part of the corpus from time to time.

Now, it is clear that the Crown can only rest its case for the payment of tax on the fact that an annual sum charged on a blended fund of income and capital is liable to tax (*Chadwick* v. *Pearl Life Assurance Company* [1905] 2 K.B. 507), and that as annual payments are being made to a limited owner the facts are within General Rule 21 of the Income Tax Act, 1918.

To establish the freedom from liability to assessment it must be shown that all the tenant for life is receiving are payments under the will of parts of the corpus. Unless the sum received by the tenant for life is in its nature taxable income, it cannot become such merely by reason of its distribution, and this although the only title of the recipient is that he is entitled to income.

The point is well put in the reply of the Crown's counsel in the House of Lords' case of *Baker* v. *Archer Shea* [1927] A.C. 844, and his point was accepted by the majority of the law lords and rejected by the minority :—

"... A trust fund as such is not a source of income and is not chargeable to tax ; the constituent elements of the fund must be looked at."

If, moreover, the additional sums receivable by the tenant for life can be regarded as compensation for the sale of the lease the latter is covered by authority (*G. R. Simpson* v. *The Executors of E. A. Bonner Maurice, deceased*, 45 T.L.R. 371).

The view is confidently expressed that the capital proportion of the proceeds of sale of leaseholds paid over to a tenant for life in accordance with s. 79 of the S. L. A., 1925, is not liable to assessment for income tax, and it is within the writer's knowledge that this view has been accepted by the revenue in a particular case without, however, any admission in principle having been given.

A Conveyancer's Diary.

The Agricultural Credits Act.

The Agricultural Credits Act, 1928, was passed with the intention of affording facilities for the borrowing of money on the security of farming stock and other agricultural assets.

The Act is divided into two parts, the first of which deals with the incorporation of companies for the purpose of making advances on agricultural land, or loans under the Improvement of Land Acts, called long-term credits, and the second with advances on short-term credits.

By Part I provision is made for advances out of public funds by the Minister of Agriculture and Fisheries with the consent of the Treasury to companies to which the Act applies. To be within the Act a company must be incorporated under the Companies Acts, and have for its principal objects (*a*) the making of loans on mortgage of agricultural land, and (*b*) the making of loans under the Improvement of Land Acts, 1864 and 1899, for agricultural purposes.

The Memorandum and Articles of Association of the company must be approved by the Minister of Agriculture and Fisheries and may not be altered without his approval. The Memorandum or the Articles of the company must make such provisions as are stated in the Act. Shortly, it is necessary for provision to be made (*a*) for securing that one of the directors shall be nominated by the Treasury, (*b*) for restricting the dividends to 5 per cent. per annum, (*c*) for regulating the loans so that not more than two-thirds of the estimated value of the mortgaged property is advanced and for the repayment by instalments of capital and interest spread over a period not exceeding sixty years, (*d*) for the issue of debentures, (*e*) for the creation of reserve funds, (*f*) for regulating the use of the guarantee fund to which advances made by the Minister are to be carried, (*g*) for supplying the Minister with copies of balance sheets and profit and loss accounts, (*h*) for the repayment of advances made by the Minister, the terms of such repayment being subject to certain restrictions.

Long-term credits may be created under Part I of the Act in favour of any person, although not a "farmer" or otherwise engaged in agriculture. It is sufficient if the loan is upon agricultural property or under the Improvement of Land Acts.

Unfortunately the Act does not define the meaning of the expression "agricultural property." There are, however, definitions of "agricultural land," and "agricultural buildings" in the Rating and Valuation (Apportionment) Act, 1928, s. 2 (2), which may be some guide to the meaning of "agricultural property" in the Agricultural Credits Act.

In addition to the power conferred by the Act to make advances on long-term credits on "agricultural property," there is the power to make advances for the purposes of the Improvement of Land Acts. The purposes of those Acts are shortly, (1) works for the supply of sewage to lands for agricultural purposes, (2) the erection of a mansion house with usual outbuildings or the improvement of and addition to any mansion house, and the appurtenances thereto, (3) the construction of reservoirs or other works of a permanent character for the supply of water to persons residing or engaged in labour on the lands on which the works are situate, and (4) improvements on which capital money arising under the Settled Land Act, 1925, may be expended under s. 83 of, and the third schedule to, that Act.

Part II of the Act is concerned with short-term credits. A "farmer" as defined in the Act may by an instrument in writing create in favour of a "bank" as so defined a charge (called an "agricultural charge") on all or any of the farming stock and other agricultural assets belonging to him as security for sums advanced or to be advanced to him. An agricultural charge may be either a fixed charge or a floating charge, or partly one and partly the other. A "farmer" may, therefore, create securities which are in the nature of debentures charging all his present and future farming stock and agricultural assets. Such a charge is exempted from the provisions of the Bills of Sales Acts, and does not therefore require registration as a bill of sale. It is also exempt from stamp duty. The property affected by a fixed charge may include, in the case of live stock, any progeny thereof which may be born after the date of the charge, and, in the case of agricultural plant, any plant which may, whilst the charge is in force, be substituted for the plant specified in the charge.

It should be noticed that it is only persons who come within the definition of "farmer" in the Act who may create such a charge and have the protection of the Act, and that the loan must be made by a "bank," that is, any firm, incorporated company or society carrying on banking business and approved by the Minister of Agriculture and Fisheries.

The effect of a fixed charge is (1) to confer upon the bank a right to take possession on the happening of the events stated in the charge, and, where possession has been so taken, to sell after an interval of five days, and imposes an obligation to apply the proceeds of sale in discharge of the moneys secured by the charge, and after payment of costs, etc., to pay any surplus to the farmer ; and (2) imposes on the farmer an obligation to pay all money received on sale of the property to the bank except to the extent otherwise provided by the charge, and to pay any money received under any policy of insurance or any compensation received under the Diseases of Animals Acts or under the Destructive Insects and Pests Acts to the bank, except to the extent otherwise provided by the charge.

It is provided that an agricultural charge creating a floating charge shall have the like effect as if the charge had been created by a duly registered debenture issued by a company. The charge, however, becomes a fixed charge (i) upon a receiving order in bankruptcy being made against the farmer, (ii) upon the death of the farmer, (iii) upon the dissolution of partnership in the case where the property charged is partnership property, or (iv) upon notice given by the bank upon the happening of any event upon which under the charge notice may be given.

Every agricultural charge must be registered in the Land Registry in a special register kept for the purpose.

It is made unlawful to print for publication or to publish any list of agricultural charges, or of the names of farmers who have created agricultural charges, thus removing one of the objections which in practice obtains to the borrowing of money on bills of sale.

There is a form of an agricultural charge in the supplement to the "Encyclopædia of Forms and Precedents."

Landlord and Tenant Notebook.

Offer of Renewal where New Lease claimed.

One of the ways in which a landlord may defeat his tenant's right to recover compensation for loss of goodwill is by making him an offer to renew his tenancy in pursuance of s. 4 (1) (*b*) of the L. & T. Act, 1927. That paragraph provides that "the tenant shall not be entitled to compensation in respect of such goodwill if within two months after the making of the claim the landlord serves on the tenant notice that he is willing and able to grant to the tenant, or obtain the grant to him of a renewal of, the tenancy of the premises at which the trade or business is carried on at such rent and for such term not exceeding fourteen years as, failing agreement, the tribunal may consider reasonable; and if the tenant does not within one month from the service of the notice send to the landlord an acceptance in writing of the offer the tenant shall be deemed to have declined the offer."

Can such an offer be made by the landlord in cases where the tenant is claiming a new lease under s. 5? It may well be that the landlord on whom a claim for a new lease has been made is willing to grant his tenant a new lease, but he may not be in agreement with the tenant as to the terms of the new lease.

In such cases it would be better for the landlord to make a definite offer to the tenant to grant him a new lease, and to state after careful consideration of all the facts and circumstances, what is the utmost limit to which he is prepared to go in making the tenant concessions as to the amount of rent, covenants, and so forth, because if his offer is declined by the tenant, and if the tenant does not get from the court anything better than what the landlord has already offered him, the tenant may be ordered to bear the whole cost of the proceedings.

Rule 32 (2) of Ord. 50B of the County Court Rules may very well apply in such circumstances. That rule provides that, "If either party has made an unconditional offer in writing to the other party which the other party has refused, and the judge is of opinion, having regard to the result of proceedings before the court, that the offer should have been accepted, the judge may order the party so refusing to bear his own costs, and to pay the costs of the other party so far as they were incurred after the offer was made and in the opinion of the judge would not have been incurred had the offer been accepted."

Assume, however, that the landlord does not take this course, but purports instead to make the tenant an offer to renew his tenancy under s. 4 (1) (*b*) of the Act.

Where this course is taken two points arise for consideration, viz.: (i) has the landlord the power to make any such offer? (ii) is the tenant's right to recovery of compensation for loss of goodwill thereby barred?

The view is expressed that where a new lease only has been claimed, and there is no independent or alternative claim for compensation for loss of goodwill, such an offer is of no legal effect on the ground that para. (*b*) only applies to cases where a claim for compensation for goodwill has been made.

Where, however, there is an independent or alternative claim for compensation for goodwill, the fact that a new lease has been claimed will not, it is submitted, prevent the landlord from making an offer under s. 4 (1) (*b*).

As regards the second point, it would seem that a landlord who has had a claim for a new lease, as well as a claim for compensation served on him, may effectively bar the tenant from recovering any compensation whatsoever, even in the cases in which it might be awarded to him under the concluding words of sub-s. (2) of s. 5, by making an offer of renewal under s. 4 (1) (*b*). And where such an offer has been made but has not been accepted by the tenant within the time specified in para. (*b*) of s. 4 (1), the tenant may thereby be debarred in cases falling within para. (*b*) of s. 5 (3) of the Act, not only from obtaining a new lease, but also from recovering any compensation that might have been awarded him under s. 5 (2) of the Act.

He cannot be granted a new lease, because the court is specifically barred by s. 5 (3) (*b*) from making an order to that effect; nor can he be granted compensation for loss of goodwill, because he has not complied with the condition precedent, laid down in s. 4 (1) (*b*), i.e., accepting the offer of renewal made to him by the landlord within the time specified.

Our County Court Letter.

THE PUBLICITY VALUE OF ADVERTISEMENTS.

The advertiser's rights with regard to the above have been considered in two recent cases. In *Rogers* v. *Letcher and Scorer*, at Westminster County Court, the plaintiff was an advertising agent, and claimed £3 18s. as the price of a year's advertisement on a blotter. It had been agreed that the advertisement should be the only one relating to auctioneers and surveyors in Paignton, but the defendants complained of a breach of contract by reason of a house furnishers' advertisement, which contained in the middle the words: "House furnishers and estate agents, auctioneers, etc." The plaintiff's case was that (1) these words should be read conjunctively, (2) the business was to be regarded as a whole, and (3) was not of the same general character as that of the defendants. The latter had had the benefit of the advertisement, and their objection did not go to the root of the contract. His Honour Judge Turner held that, if the defendants had assented before the blotter was published, they would have had no defence. There had been a clear breach of the special condition, however, as the blotter appeared before the defendants knew of its contents, and—as they had never been asked for their consent—the question of their having derived any benefit was immaterial. Judgment was therefore given for the defendants with costs.

In *Powell* v. *Pratt*, at Colchester County Court, the plaintiff was an advertising contractor, and claimed £10 10s. in respect of railway station advertising. The defendants had signed an agreement to advertise their boarding-house at forty-two stations on the London and North Eastern Railway for three years at a fee of five guineas, viz., slightly under 1s. per station per year. The plaintiffs claimed 10 guineas, however, as the advertisements were actually displayed at 110 stations, according to a certificate of the railway company. His Honour Judge Chetwynd Leech pointed out that the plaintiff's instructions might have been to put up the advertisements on

Saturday but to remove them on Monday, and—in the absence of a witness with personal knowledge—the plaintiff had failed to prove by evidence that the terms of the contract had been fulfilled. Judgment was therefore given for the defendants, with costs.

The analogous subject of inspired news items was considered in the recent case of *Nichol* v. *Olympic Speedways, Ltd.*, at Nottingham County Court. The plaintiff was a journalist, and claimed £7 17s. 6d. as the amount due to him for reports written by him for publication in a Derby newspaper, but the defendants counter-claimed £9 as the amount already paid for reports which had not been published. The plaintiff's case was that the defendants had agreed to pay him 10s. 6d. for each report of their dirt-track meetings sent by him to the newspaper, and although only three reports were published, the agreement was for the actual writing (remuneration not being dependent upon publication) and he had not been paid for fifteen reports. A member of the editorial staff stated, on subpœna, that all the reports were received twice a week, but only a few had been published. The defendants contended that the agreement was only for articles published, and when they discovered that only two reports had appeared, they claimed repayment of the balance received by the plaintiff, and denied liability in respect of subsequent articles. His Honour Judge Hildyard, K.C., dismissed both the claim and the counter-claim, with costs. Compare " The Responsibilities of Dirt Track Proprietors " in our issue of the 27th April, 1929, 73 Sol. J., 264.

An unsuccessful attempt to prove a custom with regard to the above subject was recently made in the High Court in *Financial Times* (1928), *Ltd.* v. *Lewis*. The plaintiffs claimed £300 for the price of a report published at the request of the defendant, but liability was disputed on the ground that there was a custom or usage entitling the defendant also to (1) a leaderette on the main news page, (2) a mention on the placards or news contents bills. Mr. Justice Avory refused any amendment of the pleadings, and held that there was no evidence of any usage—or even of a practice—to support the implied agreement alleged by the defendant. As a matter of law, the learned judge directed the jury to return a verdict for the plaintiffs, and judgment was accordingly given for the amount claimed.

Practice Notes.

REPAYMENT OF RELIEF LOANS.

(*Continued from* 73 Sol. J., p. 581.)

IV.

The position with regard to loans from private individuals was considered in the recent case of *Mapp* v. *Shropshire Miners Federation*, at Wellington County Court, in which the plaintiff claimed £45 as the balance of £50 advanced on a promissory note during the coal stoppage of 1926. The sum of £5 had been repaid, being a rebate of 10 per cent. on the principal, which had been allowed to all creditors of the defendants. The defence was that the request for loans had been made at a mass meeting, where it was announced that the terms would be the same as in 1921, viz., the money to be repaid as and when their members repaid the money advanced by the defendants. It was further pointed out that the plaintiff had himself received a strike allowance of £15, but had never been asked to repay the amount. His Honour Judge Ivor Bowen, K.C., observed that the defendants had contracted to repay the money, but the difficulty was to ascertain when the time commenced and for how long it continued. The evidence as to the proceedings at the public meetings was inadmissible, and no agreement was expressly made by the plaintiff, nor could any be implied. The plaintiff was entitled to demand the return of his loan within a reasonable time, being such a period as had already elapsed. It seemed unbusinesslike for a man to advance money to the defendants, and then to receive an allowance from them, but the balance remaining due to the plaintiff was £30, and judgment for that amount was given accordingly.

EXCESSIVE NOISE OF HEAVY VEHICLES.

A hiatus in the law was recently revealed at Gloucester, where a traction engine driver was summoned for causing an excessive noise owing to lack of repair of tyres, and the owner was summoned for permitting the engine to be used in that condition. A farmer gave evidence that he had been driving eighteen cows, but they scattered in all directions on meeting the engine, which was drawing three wagons and making a terrific noise. The driver also blew the whistle, although he could see the cattle were frightened, and one cow fell down and afterwards went lame. A police constable discovered that the engine had iron wheels, to which rubber tyres were rivetted, but the rubber was loose and badly worn. The driver had explained that the wheels would shortly be repaired, but the owner had denied that there was anything wrong, and had become abusive. It was admitted by the prosecution that the engine weighed over $9\frac{3}{4}$ tons, and the defence submitted that—as the vehicle was a heavy locomotive—it was not subject to the Motor Car (Excessive Noise) Regulations, 1929. The county magistrates (Colonel E. B. Jeune presiding) regretted that they could not deal with the case, but the objection was held to be good, and the summons was therefore dismissed. It is to be noted that the above-named weight is the limit specified by the Heavy Motor Car (Amendment) Order, 1921, with regard to a motor car and an unladen vehicle drawn by it. The result is that—as laid down by the Divisional Court in *Carpenter* v. *Fox* [1929] W.N. 191—the law as to vehicles exceeding that weight must be sought outside the Motor Car Orders.

BANKRUPTS AND THE COMPANIES ACT, 1929.

Attention is drawn to s. 142 of the above Act by a recent case at Lincoln County Court, in which a bankrupt applied for permission to be concerned in the management of a limited company. The applicant had filed his petition in July, 1928, and in January, 1929, he had been appointed manager of a company promoted by his relations, but the applicant himself had no shares and was paid a wage of 30s. a week. The Official Receiver observed that he could only object if he regarded it as derogatory to the public interest for the application to be granted, but the features of the case were (1) the business was old established, (2) the trustee in the bankruptcy was at Manchester, (3) an interim dividend had been paid, and (4) the bankrupt's conduct was satisfactory. His Honour Judge Langman held that the application was properly made, and an order was made as asked. It is to be noted that the above section provides that if any undischarged bankrupt acts as director of, or directly or indirectly takes part in, or is concerned in the management of, any company, except with the leave of the court, he shall be liable to imprisonment for not exceeding two years, or on summary conviction not exceeding six months, or to a fine not exceeding £500, or both. There is a proviso, however, in favour of those so acting on the 3rd August, 1928, if the bankruptcy was prior to that date.

An example of an application being refused occurred recently at the London Bankruptcy Court, where the Official Receiver reported that the applicant was adjudged bankrupt in 1905, with liabilities £6,775 and assets £105. In November, 1922, he was again adjudged bankrupt, with liabilities £14,433 and assets £63. Both failures were due to rash and hazardous speculation, and in March, 1924, the applicant was sentenced at Leeds Assizes to six months' imprisonment in the second division for offences under the Bankruptcy Act, 1914. Mr. Registrar Mellor held that the applicant's history was such that leave must be refused.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Farmer Holding Over Tied Cottage.

Q. 1788. A farmer hired from a landowner a farm with five tied cottages, none of which are decontrolled. The farmer gave due notice to the landlord of his intention to give up possession at Michaelmas last, and he also gave notice to quit to four of the five cottage tenants, who all worked for him on the farm. He failed and declined to give notice to the fifth cottager, who was likewise in his employ. The landowner this Michaelmas intended to let the farm and the five cottages to a new agricultural tenant, but could not guarantee the possession of the fifth cottage owing to no notice having been given. The landowner has therefore had to exclude this cottage from the let. It is presumed that the farmer is holding over in respect of the fifth cottage and is liable to double the rent under the old statute. What is the position of the landowner, assuming that the cottage is held on an annual tenancy determinable next Michaelmas on six months' notice. If he proceeds against the farmer for holding over, can he at the same time, though there has been no privity between him and the cottager, give six months' notice to the cottager expiring at Michaelmas next ? If the landowner decides to waive his rights against the farmer, can he give notice to the cottager and get possession at Michaelmas next, assuming that he wants to let the cottage next Michaelmas as a tied cottage to his new agricultural tenant, to be occupied by one of the tenant's labourers ?

A. The farmer is liable for double rent under the Distress for Rent Act, 1737, and the landlord's rights are not affected by the Rent Restrictions Acts. See *Flannagan* v. *Shaw* (1920), 3 K.B. 96. The further questions put do not arise, as the landlord can include the fifth cottage in the let, and the new agricultural tenant can obtain an order for possession under the Rent, &c., Act, 1920, s. 5 (*d*), as amended by the Act of 1923, s. 4, and need not offer alternative occupation in view of s. 5 (i).

Nationality of Widows.

Q. 1789. A, an Englishwoman by birth, married B, a German national, in 1880, but both husband and wife lived in England for the last twenty years and upwards, the husband carrying on a musical business in this country. It is thought that B lost his German nationality by residence out of Germany for so many years, but it is assumed that he has not acquired an English nationality, and that he was, therefore, a stateless person, when he died recently. A, aged seventy-five years, is left in very poor circumstances, and, if of English nationality would be entitled to a pension. Will you kindly say if, in your view, she is now of English nationality, or can take any steps to recover her former English nationality ?

A. A is not now of English nationality, and is a statutory alien, but may at any time during her widowhood obtain a certificate of re-admission to British nationality under the Naturalisation Act, 1870, s. 10 (2).

Local Authority—Compensation for Sewer on Private Property—Whether Interest Payable.

Q. 1790. An agreement for compensation for a sewer easement has been settled by the solicitors of the parties and now awaits execution. There has been inordinate delay in settling the agreement, the landowner refusing to accept the agreement as drawn by the council's solicitor. The question now arises if the council is liable for interest from the date of entry. The council's solicitor says there would have been no delay if you had accepted the agreement as originally drawn. The landowner's solicitors say we never saw such a crude document. The agreement now awaiting completion is as drawn by the landowner's advisers.

A. It is not stated how the compensation which is payable under s. 308 of the P.H.A., 1875, was arrived at : it is assumed by agreement.

There is, as far as we are aware, no definite authority on the question. If it were a purchase of land, then, by virtue of s. 176, the Lands Clauses Consolidation Act, 1845, would be incorporated and the authority would not be entitled to enter except by giving security for payment of compensation with interest at 5 per cent.

On principle and by analogy with compulsory purchase of land, it seems clear that interest ought to be paid, and that on assessment of compensation the arbitrator or justices would properly take into account the period during which the authority had been in possession.

As the matter is one of agreement only, and as, presumably, there is not yet any binding agreement (on the principle that an agreement for sale subject to contract is not enforceable), it is suggested that the landowner may properly say he requires additional compensation for the delay caused by the fault of the council or its advisers before he signs the agreement.

What is a Bill of Sale ?

Q. 1791. A wishes to assist B, who is being pressed for payment of the balance due under a hire-purchase agreement between himself and a firm of billiard table manufacturers, and it is contemplated to draw an assignment of the rights of the manufacturers under the agreement and their property in the tables to A, who is paying off the balance referred to. Can it be said that this is a bill of sale by way of security, so that A will have no protection against the execution creditors of B without registering the assignment as a bill of sale ? It is submitted that such is not the case, as there is no interval at which the property in the tables has passed to B.

A. The above reasoning is correct, as the hire-purchase agreement doubtless provides that, as long as any instalment is outstanding, the billiard table shall remain the property of the manufacturers. The latter are entitled to assign to A, who stands in their shoes, and can then enforce his own rights against B's creditors, no question of registration as a bill of sale arising.

Right of Trustee in Bankruptcy against Workmen's Compensation.

Q. 1792. A client, who, after an accident which partially incapacitated him some years ago, commenced business and continues to receive a weekly payment under the Workmen's Compensation Act for partial incapacity. If he so desires a lump sum settlement could be arranged with ease. If he becomes bankrupt, could the trustee in bankruptcy appropriate the weekly payment or any part thereof, or could he take advantage of the client's opportunity to accept the lump sum payment and appropriate it for the benefit of the creditors, since such a payment is made under compensation for a personal injury ?

A. The workman's trustee in bankruptcy could appropriate neither the weekly payment nor any lump sum paid in settlement, as such sums cannot be assigned and do not pass to any other person by operation of law. See the Workmen's Compensation Act, 1925, s. 40.

Correspondence.

Company Law—Disclosure by Directors of Interest in Contracts.

Sir,—I have read with interest Mr. Dingle's letter in your issue of 23rd November, the purport of which appears to be that a director of one company who is a shareholder in another company with which a contract is to be made is not interested within the meaning of the section. If this be so, what is the meaning of the following words in s. 149 of the Companies Act, 1929: "For the purpose of this section, a general notice given to the directors of a company by a director to the effect that he is a member of a specified company and is to be regarded as interested in any contract which may be made with that company, shall be deemed to be a sufficient declaration of interest in relation to any contract so made."

Surely, in face of the above provision, it is impossible to argue that a shareholding is not an interest within the meaning of the section, more especially as the section provides that it shall be "the duty of a director of a company who is in any way, whether directly or indirectly interested in a contract" to declare the nature of his interest

In this connexion, I would also draw the attention of your readers to the provisions of Article 72 of Table A set out in the First Schedule to the Companies Act, 1929. The proviso to that article clearly visualises that the fact that a director is a shareholder in a company will constitute an interest, direct or indirect, in any contract with that company. There was a corresponding proviso to the corresponding article in Table A annexed to the Companies (Consolidation) Act, 1908. Apart from the above, there are many cases which show that one who is a shareholder in a company is interested in the contracts which that company makes with other companies. These will be found set out at the bottom of p. 705 of "Palmers' Company Precedents," 12th ed., Pt. I.

As I am the author of the original letter which was referred to by Mr. Paine, I would ask you to allow me to sign myself.

London, E.C.4, INTERESTED.
25th November.

Sir,—We were much interested in Mr. Dingle's letter in your issue of the 23rd inst., upon s. 149 of the Companies Act, 1929, as we have been asked to advise a client on a somewhat similar point to that raised by Mr. Paine's letter to *The Times*. Our client is a director of a wholesale company and of a retail company, which deal with each other in the ordinary way of business. Mr. Dingle submits that Mr. Paine is neither directly nor indirectly interested in contracts made by a company of which he is merely a shareholder. We should agree with Mr. Dingle on this point, but for sub-s. (3) of s. 149, from which it is clear that the Act contemplates a director as being interested if he is merely a member. But this does not altogether dispose of the matter. Our view is that the Act only contemplates disclosure of interest in the case of contracts which have to be entered into at a meeting of directors, and not to contracts made in the ordinary course of business by the directors, managing director, manager, or other representative of the company, without being brought before the board. If we are right, neither Mr. Paine nor our client would be under any obligation to make any disclosure, unless the contract was of so exceptional a nature that it had to come before the board for ratification.

Questions have also arisen in our office as to whether a director is "interested" if he is (*a*) a director in the other company but not a member, on account of no director's share qualification being necessary—a very unusual case we believe, (*b*) a member of the other company holding shares only as nominee for a third party or as executor, (*c*) a debenture-holder of the other company. We think he is interested in cases (*a*) and (*b*), but not in (*c*). The question will also arise as to whether formal notice under sub-s. (3) is necessary where the boards of each company are fully aware of the director's interest in the other company, and if no formal notice is necessary in such a case, whether it is necessary if only a majority of the board in company A are aware of the director's interest in company B.

We should much esteem the views of any of your other correspondents in the matter and also of the editor of "Points in Practice," but apparently the only safe way is to give the notice in every case where possible. Surely the Act would not be enforced in such cases as that given by Mr. Paine where it would be commercially impracticable to give notice.

Bradford. FIRTH & FIRTH.
25th November.

Reviews.

"*Punch*" *Almanack for* 1930. 1s. net.

The Almanack is lavishly illustrated, both in colour and black and white, and all Mr. Punch's artistes contribute to its making. There are pictures relating to winter sports which suggests one way of spending the Christmas holidays. It is rich in colour. Mr. Bateman provides two characteristic pages, whilst Lewis Baumer is responsible for a series of eight pictures in which a jaded business man is transported from the City at midday to the Schneehorn for a few hours ski-ing and back by teatime ("a bit swiftish" even in these days). "Dramatic possibilities" will, of course, arrest attention. In the Labour Party's Shakespeare Troupe, by Sir Bernard Partridge, Mr. Thomas is presented as *Hamlet*, Miss Bondfield as *Portia*, Mr. Snowden as *Henry V*, Lord Passfield as *Puck*, Mr. Lansbury as *Ariel* summoning us to mixed bathing in the Serpentine, and, grouped together, Mr. Macdonald as *Macbeth*, and Mr. Maxton as *Lady Macbeth*. Wallis Mills demonstrates a recent change in fashion by showing a scene in a salon entitled "Study of abandoned young creature who dared to show her legs in the evening." The literary portion is well represented by excellent contributions from "Evoe" and "A. P. H." A most delightful production. H.

The Bloody Assize. By His Honour Sir EDWARD PARRY. Ernest Benn, Ltd. 1929.

Anything written by Judge Parry is readable, because his style is so fluent and easy, but it is a great pity that there is no bibliography attached to this book, as the authorities consulted by the learned judge must have been very numerous, and we should like to have known what they were. It is very refreshing to find Judge Parry not following the recent multitudes in their efforts to whitewash Judge Jeffreys, particularly when there appears as the frontispiece to this work a really beautiful reproduction, which reflects great credit on Ernest Benn, Ltd., of Cooper's engraving of the portrait of Jeffreys by Kneller, a portrait which I think has much to do with the recent change of feeling towards Jeffreys by his many biographers. There is no sign of bestiality or cruelty in the handsome face with its high forehead, large eyes, and firm mouth and chin, and general air of cleverness and benevolence, but uncontrolled power will make a beast of almost any man. No one who knows intimately the neighbourhood round Sedgemoor as I do can fail to be convinced of the cruelty of the rebel-hunting after the battle of Sedgemoor. I myself have been taken by an old farmer into his rick yard and shown the place where Jeffreys hanged his ancestor and his cruelty to the Spekes at White Lackington and Dowlish Wake, and to the dear old squire at Cottelstone in the Brendon Hills who drove into Taunton to protest against the hangings and for his pains was promptly followed back by a batch to be hanged by Jeffreys' orders round his walls. These things are spoken of by the descendants of the hunted men to-day. I once drank beer in an old public-house called the "Holman

Clavell" in the Blackdown Hills where they showed the chimney from which the rebel-hunters extracted some Somerset yokels only to be brought back later to be hanged outside the walls of the house as an example to others not to rebel. Such conduct as that of Jeffreys at the "Bloody Assize" will need a lot of whitewash. Judge Parry wisely does not attempt it, but some of his predecessors have. That James II was soon in full flight from his throne speaks volumes for the reason of the conduct of his servant Judge Jeffreys, and shows how true was the retort of the Merry Monarch when asked by his brother, the Duke of York, not to expose himself so much to his subjects in Birdcage Walk: "Ah, Jimmy Boy, they will never kill me to put you on the throne." The type and illustrations of this book are admirable.

Books Received.

The United States Law Review, formerly American Law Review, established 1866; combined with New York Law Review, established 1923. Vol. LXIII. No. 5. September, 1929, United States Law Review, 253, Broadway, New York City. 60 cents.

The Lawyer and Banker and Central Law Journal. New Series. Vol. XXII. No. 5. September–October, 1929. The Lawyers' and Bankers Co., 921-27, Lafayette Street, New Orleans, La. 75 cents.

Local Government Act, 1929. With Introduction, Notes, Appendices, and Index. H. SAMUELS, M.A., Barrister-at-Law. Demy 8vo. pp. xlii, and (with Index) 314. 2s. 6d. net.

The Law Relating to Motor Cars, with Special Reference to Scotland. JAMES RANDALL PHILIP, M.A., LL.B., Advocate. Royal 8vo. pp. xxxi and (with Index) 279. 1929. Edinburgh: W. Green & Son, Ltd. 30s. net.

Company Law and Precedents. In Two Volumes. 1929. ARTHUR STIEBEL, M.A., Barrister-at-Law. Vol. I. pp. cclii and 680. Vol. II. pp. 681 to 1948 (with Index). Royal 8vo. London: Sweet & Maxwell, Ltd. £4 4s. net.

Die Rechtsanwaltschaft. Von Justiziat Dr. JULIUS MAGNUS, Berlin. Large Crown 8vo. pp. xii and 536. 1929. Leipzig: W. Moeser, Buchhandling.

Die Höchsten Gerichte der Welt. Von Dr. JULIUS MAGNUS. Large Crown 8vo. pp. xii and 634. 1929. Leipzig: Vetrelingsverlag W. Moeser, Buchhandling.

Outlines of Central Government, including the Judicial System of England. JOHN J. CLARKE, M.A., F.S.S., Barrister-at-Law. Fourth Edition. Crown 8vo. pp. x and (with Index) 254. 1929. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

The Lawyer's Companion and Diary and London and Provincial Law Directory for 1930. With Tables of Costs, Stamp Duties, Time-Tables of the Courts, Index to Practical Statutes, Lists of Public Statutes of 1928-29, Legal Business of the Months, Oaths in Supreme Court, Income Tax, Estate, Legacy and Succession Duties, Legal, Time, Interest, Discount, and other Tables. Edited by MICHAEL B. ROWE, B.A., LL.B., Barrister-at-Law. Eighty-fourth Annual Issue. Part I, 230 pp. Part II, 608 pp. 1929. London: Stevens & Sons, Ltd. No. 1, Two days on a page, plain 7s. 6d. net. No. 5, Whole page for each day, plain 10s. net.

Law and Industry. Industrial Chemistry Series. By G. S. W. MARLOW, B.Sc., F.I.C., Barrister-at-Law. Demy 8vo. pp. vi and (with Index) 319. 1929. London: Bailliere, Tindall & Cox, 7 and 8, Henrietta-street, Covent Garden. 18s. net.

Companies Act, 1929. With Commentary and Appendices. Medium 8vo. pp. x and (with Index) 364. 1929. London: Effingham Wilson. 15s. net.

Notes of Cases.

High Court—King's Bench Division.

Riddle *v.* Playle and Another.

Branson, Hawke, JJ. 21st, 28th October.

COUNTY COURT—PRACTICE—ACTION REMITTED FROM HIGH COURT—COUNTY COURT JUDGE'S ORDER FOR SECURITY FOR COSTS—JURISDICTION—COUNTY COURTS ACT, 1919 (9 & 10 Geo. 5, c. 73), s. 4 (1)—COUNTY COURT RULES, 1903-27, Ord. XII, r. 9 (1), Ord. XXXIII, r. 3.

Appeal from Bow County Court.

An action claiming damages for personal injuries was commenced by the plaintiff in the High Court, but was remitted to Bow County Court by order of the Master in Chambers in default of the plaintiff lodging security for costs. On the 10th June, 1929, the county court judge ordered that the plaintiff give security for costs to the extent of £10, or that, in default, the action should be struck out. The plaintiff now appealed. By Ord. XII, r. 9 (1) of the County Court Rules, 1903-1927, "Where a defendant neither resides nor carries on business within a distance of twenty miles from the court in which the plaint is entered, he may make an application to the registrar in accordance with this rule for an order directing the plaintiff to deposit in court a sum of money as security for the costs of the defendant." In the present case the defendant did not reside or carry on business within twenty miles of Bow County Court.

BRANSON, J.: The matter turned on the interpretation of Order XII, r. 9, *supra*, and the question was whether this county court was "the court in which the plaint is entered," within the meaning of the rule. By s. 4, sub-s. 1 of the County Courts Act, 1919: "On the documents aforesaid being so lodged or sent, the action and counter-claim (if any), or the counter-claim or matter, shall be transferred to the said county court, and, subject to county court rules, all further proceedings therein shall be taken and tried as if the action, counter-claim or matter had been originally commenced in that county court, and the county court shall have jurisdiction to deal with the same, any enactment to the contrary notwithstanding." Ord. XXXIII, r. 3, also provided that: "Upon being so served with a notice of trial under Rule 1 of this Order, a defendant to the action or counter-claim shall proceed in all respects in the same way as if the action had been brought in the county court, and the notice so served upon him were an ordinary summons." Upon the construction of those rules it was clear that the action ought to be treated as an action which had been commenced in the county court, and in that case the county court judge had jurisdiction to make the order. The appeal was dismissed. HAWKE, J., delivered judgment to the same effect.

COUNSEL: *Martin O'Connor*, for the plaintiffs; *A. E. Woodgate*, for the defendants.

SOLICITORS: *J. Nixon Watts & Co.*; *Douglas Wiseman & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

F. Betts (H.M. Inspector of Taxes) *v.* Laycock, Son & Co. Ltd.

Rowlatt, J. 11th November.

REVENUE—INCOME TAX—TRADING LOSS—BENEFIT OF S. 29 (3) OF FINANCE ACT, 1926, CLAIMED—FINANCE ACT, 1926, 16 & 17 Geo. 5, c. 22.

At a meeting of the Commissioners for the General Purposes of the Income Tax Acts for the division of East Morley, Yorks, Laycock, Son & Co., Ltd., appealed against the assessment to income tax under Sched. D for 1927-28 of £70,000. For some years before the 13th October, 1924, Burdett Laycock and others had carried on the business of wool merchants in partnership in Bradford. On the 13th October, 1924, the company was registered as a limited

liability company taking over the assets of the partnership as from the 6th September, 1924, and for the purposes of income tax the new company was treated as the successors of the old business. The company sustained a very heavy loss adjusted to £64,016 for the year ended the 31st March, 1926. The sole point to be decided was whether or not the company could invoke s. 29 (3) of the Finance Act, 1926, the notice having been duly given to the inspector in accordance with the Act claiming the benefit of that section. For the company it was contended that where there had been a change of ownership of the business during the three years on which the 1927-28 average would have been computed the new owners should be treated as having been "in notional possession" of the source during the six years preceding the three average years, and that being so, the company's income from this source was in fact nil, having suffered a loss in the year 1925-26, which was a minus quantity, and that a minus quantity being less than nil, the company were entitled to invoke the sub-section, and the test that one of the two years of average should be less than the preceding six had been satisfied. The inspector of taxes contended, *inter alia*, that the company did not come within the provisions of s. 29 (3). The Commissioners held that the company were entitled to the relief granted under s. 29 (3), and the assessment was reduced from £68,032 to £5,480. The Crown appealed.

Rowlatt, J., thought that the appeal must be allowed, and that he should follow his own decision in the case of *Brown and Co.* v. *Stuart* (unreported). In the present case he thought that if the company had been formed three years before the years of average it would have been in possession for less than six years. Therefore, possession came in as between the six years and the three years, and you did not look at the predecessors to see if the words of possession there were satisfied. The company was certainly not in possession of the source during the six years previously.

Counsel: *Gavin Simmonds*, K.C., and *J. Stamp*, for the company; *The Attorney-General* (*Sir W. Jowitt*, K.C.), and *R. P. Hills*, for the Crown.

Solicitors: *Blundell, Baker & Co.*, for *Mumfords and Gordons*, Bradford.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Papadopoulos *v.* Papadopoulos.

Lord Merrivale, P., and Hill, J. 5th November.

Husband and Wife—Summons for Wilful Neglect to Maintain—Alleged Nullity of Marriage—Wife's Maintenance Proceedings in Cyprus—Acceptance of Lump Sum by Wife in Satisfaction of all Claims—Declaration of Nullity of Cypriot Court by Consent of Parties—Jurisdiction of Cypriot Courts in Matrimonial Causes—None in Nullity—Consent Order to be regarded as an Illegal and Immoral Agreement—Wife Not Estopped—Orders in Council 1 of 1879, s. 71—Courts of Justice Orders, 1882, ss. 4, 5 and 22—Courts of Justice Orders, 14th February, 1883.

This was an appeal from a maintenance order dated 1st July, 1929, made upon a considered judgment by Mr. Graham Campbell sitting at Bow Street Police Court. (A note of the proceedings in the court below appears in 73 Sol. J. 466.)

The wife charged the husband with wilful neglect to provide her with reasonable maintenance. The marriage of the parties took place at the Register Office, Holborn, in 1912, at a time when the husband, a Cypriot then domiciled in Cyprus, had recently qualified as a doctor in England, the wife being a French woman. In the following year the husband separated from the wife on the ground that the marriage was not binding on him owing to a defect in the ceremony, and returned to Cyprus and started in practice there. The wife, after an interval, followed, and instituted proceedings in the District Court of Nicosia against the husband, claiming maintenance, and in the alternative damages for breach of promise of marriage and other compensation. The husband re-affirmed his plea of nullity, asserting that a valid marriage between members of the Greek Church in Cyprus could only be effectually solemnised in a church in the presence of a priest. On the 4th May, 1914, the District Court of Nicosia entered a consent judgment, both parties being represented by counsel, declaring that the marriage was void *ab initio*, as contrary to the law of the domicil of both parties as regards the essential conditions of marriage, and that the plaintiff accepted £380 in full settlement of all claims she might have. The wife received the money and went to live in France. The husband, upon the outbreak of the war, came to England and remained in practice in this country. In March, 1929, the wife returned to England and required the husband to maintain her. There was some communication between solicitors, and finally the wife instituted the present proceedings. The learned magistrate held that a pronouncement of a decree of nullity upon the ground of invalidity alleged offended against British notions of substantial justice, and further that the receipt of the £380 by the wife in satisfaction of all claims did not estop her from proceeding under the Summary Jurisdiction Acts.

Lord Merrivale, P., in the course of delivering a considered judgment, said that the notice of appeal put forward the judgment in the District Court of Nicosia as a bar to all further proceedings by the respondent wife, and the payment and acceptance of the sum of £380 as being a final satisfaction of all possible claims of hers antecedent or subsequent thereto. It was contended that that judgment was to be regarded as a *res judicata* establishing the nullity of the marriage contract in London, and as a judgment *in rem* granted in a competent court of the domicil of the appellant invoked by the respondent, binding *primâ facie* against all the world, but at any rate, not open to any attack by the party who obtained it. It was not part of the appellant's case that the marriage in London was not valid. It could not well be. The suggested disability was what had been designated in *Chetti* v. *Chetti* [1909] P. 67, as a disability which could be got rid of at will and therefore no bar to the marriage. Counsel for the appellant relied upon the Evidence Act, 1857, which permitted proof of foreign and colonial judgments by production of a copy authenticated in compliance with the statute, and claimed that whatever the English court's view of the transaction in Cyprus, it should accept the decree as conclusive of the rights of the parties in the matter to which it referred. Moreover, he had submitted that the decree itself afforded evidence of the jurisdiction of the court which pronounced it. The court at Nicosia, he said, must be assumed to have acted within the jurisdiction it in fact had. Inasmuch as there was not before the learned magistrate any express evidence that the court at Nicosia had not such jurisdiction, any lawful assumption, he contended, ought to be made in support of the validity of the decree. It might be, he had suggested, that the court had had regard to Ottoman law or customs of the Greek Church, known and recognised in Cyprus and familiar to the judges.

As to the general contention concerning the validity of foreign judgments, that argument went a good deal beyond the law. Counsel had referred to *Ricardo* v. *Garcias*, 12 Cl. & Fin. 368, a concise statement of Lord Campbell in that case sufficed for the purposes of the present case. It was that "a foreign judgment may be pleaded as *res judicata* because the foreign tribunal has jurisdiction over the matter, and both parties, having been regularly brought before the foreign tribunal, and that tribunal having adjudged between them, such a judgment would be a bar to a subsequent suit in this country for the same cause." Whether the court at Nicosia had jurisdiction to hear and determine a suit for nullity of marriage was a question of fact as to the law of Cyprus. It

was true that in the present case no direct evidence had been given before the magistrate, and the appellant had tendered none on appeal. But the court (their Lordships') did not, and no English court dealing with questions of nullity of marriage ought to, proceed upon these assumptions or even on mere admissions. [His lordship here referred to *Sinclair* v. *Sinclair*, 1 Hag. Cons. 297, and *Ogden* v. *Ogden* [1908] P. 46.] Reference to the appropriate Orders in Council (Order in Council 1 of 1879, s. 71; Courts of Justice Orders, 1882, ss. 4, 5 and 22; the like, 14th February, 1883) showed that the entire jurisdiction in matrimonial causes, which in 1914 was exercisable in Cyprus by any of His Majesty's courts there, was, and apparently still was at the present time, a jurisdiction from which the power to dissolve and decree nullity of marriage was expressly excepted, and there appeared to be no authority for any application of customary or prescriptive law. The District Court of Nicosia was one of His Majesty's courts which had its being under Orders in Council. The consent of the parties could not enlarge the jurisdiction in matrimonial cases. The decree of 1914 which was in question could not be regarded as anything more than a judicial recognition of a contract made between the parties that their marriage in England should be treated by them both as a nullity, and that in consideration of Mrs. Papadopoulos consenting to that, she should receive £380. It was not a judgment *in rem*, nor was it a judgment of a court whose jurisdiction rendered it competent to determine on the validity of the marriage. Regarding the decree as evidence of an agreement, counsel for the appellant had submitted that, if it might be held void in part, it was yet on the face of it severable. It was true that if one memorandum contained two or more distinct and independent contracts they might be judged individually. That principle was illustrated in *Hopkins* v. *Prescott*, 4 C.B. 578, where the chief justice, then Sir Thomas Wilde, drew the distinction between "an agreement which is single and entire made on one consideration" and "one that is severable in its nature and deals with matters that are unconnected and independent of each other." The agreement in the present case was "single and made on one consideration." The broad effect of it was to authorise each of the parties to disregard their marital relations, to treat the same as non-existent. An agreement to take a child out of the control of its father had been held invalid in *Walrond* v. *Walrond*, 1 Johnson 18. An agreement as to property made in contemplation of marriage to be contracted abroad with a deceased wife's sister was dealt with in *Chapman* v. *Bradley*, 33 Beav. 61. In *Brodie* v. *Brodie* [1917] P. 270; 62 Sol. J. 71, a deed executed before marriage in which the parties agreed not to cohabit, had been pronounced void. As was said by Jessel, M.R., in *The Printing & Numerical Co.* v. *Sampson*, L.R. 19 Eq. 462, "Contracts to induce another to do something against the general rules of morality have always been held to be void." The agreement in the present case was illegal as well as immoral and could not be set up by either of the parties in an English court. The magistrate had therefore been right in holding that the parties were husband and wife, and the appeal therefore failed.

Hill, J., delivered a concurring judgment.

Leave to appeal was granted, subject to giving security of the wife's costs of the appeal.

Counsel: *Schiller*, K.C., and *Martin O'Connor*, for the appellant husband; *Bayford*, K.C., and *Julian Fuller*, for the respondent wife.

Solicitors: *Wm. Gorringe & Co.*; *Martin & Barry O'Brien.*

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

The King has been pleased to approve the appointment of Sir Montague Shearman to be a member of His Majesty's Most Honourable Privy Council. Sir Montague Shearman was called by the Inner Temple in 1881, took silk in 1903, and was elevated to the Bench in 1914, but recently resigned on account of ill-health.

Societies.

Gray's Inn.

Run-down Pedestrian Non-suited.

A Moot was held in Gray's Inn Hall on Monday night. Lord Justice Scrutton presided, and the following Masters of the Bench were present: Mr. Timothy Healy, K.C. (Treasurer), Sir Dunbar Plunket Barton (Master of the Moots), Lord Atkin, Lord Morison, Lord Justice Greer, Sir Walter Greaves-Lord, K.C., Mr. Malcolm Hilbery, K.C., Mr. J. W. Ross-Brown, K.C., Mr. R. E. Dummett, and Mr. F. Hinde.

The following appeal was argued:—

Lieutenant-Colonel Robinson, an elderly gentleman, is about to cross the Mall. He looks and sees approaching a car driven by Mr. Brown at a moderate pace, and at a distance at which if Mr. Brown slows down there will be no danger of a collision, but if he continues his speed there may be a collision. Relying on the rights of pedestrians the lieutenant-colonel proceeds to cross the road at a moderate pace, taking no notice of the repeated hoots of Brown, who continues at his own moderate pace. The lieutenant-colonel, thinking that Brown is obstinately going to keep his course and speed suddenly jumps back; Brown, thinking that the pedestrian is obstinately going to keep his course and speed, suddenly swerves to pass behind him. A collision ensues. The lieutenant-colonel is injured in person and clothing and brings an action against Brown. The plaintiff alleges that the defendant by reasonable care could have avoided him; the defendant says the same of the plaintiff.

The judge who tries the case without a jury gives judgment for the plaintiff, accepting his argument and upholding the right of pedestrians to cross the road whenever they want to. Brown appeals.

Mr. Patrick Devlin and Mr. C. V. Hamson argued on behalf of the appellant; Mr. T. W. Lloyd Hughes and Mr. Robert Kirkby argued on behalf of the respondent.

The President, in giving judgment, said it was not sufficient to tell the jury whether they thought the accident was caused through the fault of the plaintiff or the defendant. The accident might have been due to the fault of both. In summing up he used to put these three questions to the jury: First, did the negligence of the defendant contribute to the accident; if so, what was the negligence? Secondly, did the negligence of the plaintiff contribute to the accident; if so, what was the negligence? Thirdly, if they thought that the defendant was negligent, could the plaintiff have avoided the accident by the exercise of reasonable care, and if so, how? Now, he thought he would put this fourth question in addition: If they thought that the plaintiff was negligent, could the defendant have avoided the accident by the exercise of reasonable care; and if so, how? In this case each was proceeding at relatively the same moderate pace. One of them should have indicated to the other the direction in which he intended to proceed. The view that that court took was that both of them were to blame, and under the common law of England, the onus being on the plaintiff to prove his case, which he had failed to do, the defendant succeeded in his appeal and judgment must be entered for him with costs.

Gray's Inn.

Michaelmas Grand Day.

Thursday, 21st inst., being the Grand Day of Michaelmas Term at Gray's Inn, the Treasurer (Master Timothy Healy, K.C.) and the Masters of the Bench entertained at dinner the following guests:—

His Excellency The Polish Ambassador, The Most Hon. The Marquess of Ormonde, The Right Hon. The Earl of Donoughmore, K.P., The Right Hon. Lord Gorell, C.B.E., M.C., The Right Hon. Lord Darling, The Secretary of State for Air (The Right Hon. Lord Thomson, C.B.E., D.S.O.,) The Hon. Sir Arthur Stanley, G.B.E., C.B., M.V.O., The Treasurer of the Hon. Society of Lincoln's Inn (Sir Thomas Hughes, K.C.), The Right Hon. Sir Thomas Moloney, Bart., The Right Hon. James MacMahon, The Right Hon. Sir John Anderson, G.C.B., The Hon. Mr. Justice Horridge, Major The Hon. Maurice Baring, O.B.E., Sir Warren Fisher, G.C.B., G.C.V.O., The Warden of Wadham College, Oxford (Mr. J. F. Stenning, C.B., C.B.E.), Mr. R. D. Blumenfeld. The Benchers present in addition to the Treasurer were:—Sir Miles Mattinson, K.C., Sir Lewis Coward, K.C., The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., The Right Hon. Lord Merrivale, Mr. Arthur Hill, The Right Hon. Lord Atkin, The Right Hon. The Earl of Birkenhead, G.C.S.I., Sir Montagu Sharpe, K.C., Sir Alexander Wood

Renton, K.C.M.G., K.C., Mr. W. Clarke Hall, Sir Cecil Walsh, K.C., The Right Hon. Lord Thankerton, The Right Hon. Lord Greenwood, K.C., Sir Walter Greaves-Lord, K.C., M.P., Mr. J. W. Ross-Brown, K.C., Mr. Frederick Hinde, Mr. A. Andrewes Uthwatt, Mr. Malcolm Hilbery, K.C., with the Preacher (The Rev. W. R. Matthews, D.D.) and the Under-Treasurer (Mr. D. W. Douthwaite).

INSURANCE AGAINST LIBEL ACTIONS.

A Moot was held in Gray's Inn Hall on Tuesday, the 19th inst., Mr. Theobald Mathew presided, and the following Masters of the Bench were present: Mr. Timothy Healy, K.C. (Treasurer), Sir Dunbar Plunket Barton (Master of the Moots), Sir Cecil Walsh, K.C., Mr. Bernard Campion, K.C., Mr. R. E. Dummett and Mr. F. Hinde.

The following appeal was argued:—

A, the editor of a newspaper, effects a policy of insurance with the B Insurance Company against "loss or damage of any kind whatsoever suffered by A as the result of the publication by him of defamatory matter."

A publishes in his newspaper defamatory statements concerning C and D. C prosecutes A for criminal libel, and A, after conviction and sentence, appeals successfully to the court of Criminal Appeal. D sues A for damages and obtains judgment for £5,000 and costs. A's expenses in connexion with the criminal and civil proceedings were £2,000 (criminal) and £10,000 (civil). A brings an action against the B company, claiming £12,000 under the policy.

The judge, after A's case has been opened, enters judgment for the B insurance company on the ground that the policy amounted to an agreement to indemnify A against tortious and criminal acts.

A appeals to the Court of Appeal.

Mr. F. E. Hodgson and Mr. J. R. Willis argued on behalf of the appellant; Mr. R. G. Burge and Mr. W. O. Collard argued on behalf of the respondent company.

The President, in giving judgment, said that the general proposition that there could not be a good contract of indemnity against the consequences of an illegal act was too broad. Third-party risk insurance had become very common. The insurance on the face of it was an insurance against liability consequent upon the commission of an illegal act, because nobody was liable to pay damages to an injured person unless he had been guilty of negligent driving by himself or his servant and negligent driving causing injury was a tort. But libel was a thing apart. Mr. Justice Lush said in *Reg* v. *Wolbrook*, 4 Q.B.D., at p. 46: "Libel on an individual is, and has always been, regarded as both a civil injury and a criminal offence." No distinction could be drawn between the two claims made by the plaintiff. It was true that the Court of Criminal Appeal had held that his conviction was improper, but (1) the insurance was an agreement to indemnify from the consequences of an illegal act, and (2) as the Court of Criminal Appeal decided that no offence had been committed it followed that the expense to which the editor was put was not "the result of the publication of defamatory matter." The learned judge in the court below was right, consequently the appeal failed.

In Parliament.

Progress of Bills.

House of Lords.

Widows, Orphans' and Old Age Contributory Pensions Bill. Read a Second Time. 26th November.

Expiring Laws Continuance Bill. Read a First Time. 27th November.

Performing Animals (Regulation) Amendment Bill [H.L.]. Read a First Time. 27th November.

House of Commons.

Musical Copyright Bill. Read a Second Time. 22nd November.

Small Landholders (Scotland) Acts, 1886 to 1919, Amendment (No. 2) Bill. Debate on Second Reading adjourned. 22nd November.

Unemployment Insurance [Money]. Considered in Committee. 25th November.

Expiring Laws Continuance Bill. Read the Third Time. 26th November.

Highlands and Islands (Medical Service) Additional Grant Bill. Read a Second Time. 26th November.

Questions to Ministers.

FACTORY BILL.

Lord ERSKINE asked the Home Secretary when he proposes to introduce or circulate the Factory Bill?

Mr. CLYNES: I hope to introduce this Bill shortly, but I am afraid I am not able to present to fix any date. 21st November.

WHIST DRIVES.

Mr. DAY asked the Secretary of State for the Home Department whether any further instructions have been issued by his Department to the Metropolitan police during the last three months with reference to any future prosecutions of the promoters of whist drives for prizes; and whether he proposes to abide by the instructions issued by his predecessor?

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. Clynes): The answer to the first part of the question is in the negative. The answer to the second part, after full consideration, is in the affirmative. 21st November.

RENT RESTRICTIONS ACTS.

Mr. D. SOMERVILLE asked the Minister of Health whether his attention has been called to the restrictive effect exercised on new buildings by the continuation of the Rent Restrictions Acts in their present form; and whether he proposes to make an inquiry into their modification before continuing them for another period?

Mr. GREENWOOD: I am afraid that I cannot add anything to the statement I made on this matter in reply to the right hon. Member for West Woolwich (Sir K. Wood) on 31st October. 21st November.

LANDLORD AND TENANT ACT.

Mr. D. SOMERVILLE asked the Attorney-General if he can state the number of cases which have been decided before the referees under the Landlord and Tenant Act as far as London is concerned?

The SOLICITOR-GENERAL: The number of cases which have been decided in London before referees is thirty-eight. 21st November.

ENTERTAINMENTS DUTY.

Mr. MANSFIELD asked the Chancellor of the Exchequer if he will consider the introduction of legislation in order to enable concerts and other efforts which are organised for the purpose of raising funds to assist blind persons to be free from the payment of any form of entertainments duty?

Mr. SNOWDEN: Entertainments given to assist the blind may be exempted from entertainments duty under the existing law as being philanthropic or charitable, provided that the statutory conditions are complied with. I am sending my hon. Friend a leaflet explaining those conditions. 21st November.

PEDAL CYCLISTS (ACCIDENTS).

Sir G. PENNY asked the Home Secretary whether, in view of the increased number of accidents at night to pedal cyclists owing to their non-compliance with the law to fix red reflectors at the back of their machines, he will instruct the police to rigorously enforce the regulation in the interests of the public as well as of the pedal cyclists themselves?

Mr. CLYNES: This has been done. A circular to all chief officers of police was issued last June. 21st November.

PUBLIC ASSISTANCE.

Mr. BRACKEN asked the Prime Minister whether, in view of the Government's declared intention to co-ordinate the various forms of social insurance, he will also consider the desirability of legislation which will transfer the control of public assistance from the House of Commons to a commission entirely independent of political and electoral influences?

The PRIME MINISTER: I fear that I am unable to adopt this proposal.

LAND DRAINAGE.

Mr. HASLAM asked the Minister of Agriculture whether he will present the proposed Land Drainage Bill, so that the text may be available to Members before the Committee stage of the Coast Protection Bill is taken?

Mr. N. BUXTON: I am afraid I am unable to give the undertaking desired.

THE CHARTERED INSTITUTE OF SECRETARIES.

ANNUAL DINNER.

The thirty-third annual dinner of the Chartered Institute of Secretaries took place on Wednesday, the 13th inst., in the Guildhall, London, when the President, Mr. W. G. Verdon Smith, C.B.E., presided over a gathering of more than 600.

Prior to the dinner, a reception was held in the Art Gallery of the City Corporation.

The guests present included :—The Rt. Hon. Lord Hewart, P.C. (Lord Chief Justice of England), Sir William McLintock, K.B.E., C.V.O., Alderman Sir Stephen Killik, J.P., Sir Josiah Stamp, G.B.E., D.Sc., Sir William Plender, Bart., G.B.E., LL.D. (President, Institute of Chartered Accountants), Mr. R. M. Holland-Martin, C.B. (Honorary Member, President, Institute of Bankers), Viscount Doneraile (Chairman, Metropolitan Asylums Board), Major Isidore Salmon, C.B.E., D.L., J.P., M.P., Mr. Alderman Greenaway, Sir Malcolm Hogg, Sir Ernest Gowers, K.C.B., K.B.E. (Chairman, Board of Inland Revenue), Sir Geoffrey Clarke, C.S.I., O.B.E. (Acting Chairman of Council, London Chamber of Commerce), Mr. Thomas Keens (President, Society of Incorporated Accountants and Auditors), Colonel Sir Thomas Purves, O.B.E. (President, Institution of Electrical Engineers), Colonel H. Le Roy-Lewis, C.B., C.M.G., D.S.O., His Honour Judge F. Shewell Cooper, Messrs. Bernard Campion, K.C. (Metropolitan Magistrate), Lionel L. Cohen, K.C., Sir Alan Powell, C.B.E. (the Clerk, Metropolitan Asylums Board and Chairman of the Food Council), Messrs. Montagu H. Cox, J.P. (the Clerk, London County Council), Henry Stebbing (Master, Worshipful Company of Curriers), Gayford D. Minn (Master, Worshipful Company of Carpenters), J. Phillips Crawley (Master, Worshipful Company of Scriveners) Sir Leonard J. Coates, Sir Henry White-Smith, C.B.E., Colonel Sydney E. Smith, C.B.E., Mr. J. H. White (Chairman, City Lands Committee), Dr. William Cullen (President, Institution of Mining and Metallurgy), Mr. Abraham Levine (President, Institute of Actuaries), Mr. J. E. Kitchen (President, Auctioneers' and Estate Agents' Institute), The Hon. A. E. A. Napier, C.B. (Assistant Secretary in Lord Chancellor's Office and Deputy Clerk of the Crown), Messrs. J. J. Wills (Comptroller of Companies, Board of Trade), Harold Brown, Mervyn B. Davie (Treasurer of Christ's Hospital), G. B. Canny, C.B., and F. A. Barrett, C.B. (Secretaries of the Board of Inland Revenue), Arthur W. Kiddy, H. L. O. Flecker (Headmaster, Berkhamsted School), H. M. Cohen, A. E. Cutforth, C.B.E., W. H. Coates, Ph.D., Colin Smith (The Deputy Clerk to the Privy Council), C. C. Gallagher (Registrar of Joint Stock Companies), A. W. Flux, C.B. (Assistant Secretary, Board of Trade), D. G. Hemmant, E. R. Cook (Secretary, Law Society), J. G. Ritchie (Secretary, Port of London Authority), A. de V. Leigh, M.B.E. (Secretary, London Chamber of Commerce), A. A. Garrett (Secretary, Society of Incorporated Accountants and Auditors), Ernest Sykes (Secretary, Institute of Bankers), N. R. Jauralde (Hon. Secretary, Society of Public Notaries of London), C. McDermid (Secretary-General of Empire Council for Mining and Metallurgical Institutions), P. F. Rowell (Secretary, Institution of Electrical Engineers), R. C. G. Dale (Secretary, Bank of England), Henry W. Woodford (Secretary, Royal Botanic Society of London), H. G. Corner (Hon. Secretary, Institute of Public Administration), E. W. Humphry (Secretary, Chartered Insurance Institute), R. E. Satterthwaite (Secretary, Share and Loan Department, Stock Exchange), Professor Andrew Robertson, D.Sc. (Principal Merchant Venturers' Technical College, Bristol), Messrs. E. G. Francis (Registrar, Bristol University), A. A. Pitcairn (the Clerk, Worshipful Company of Scriveners), R. H. Monier-Williams (the Clerk, Worshipful Company of Tallow Chandlers), P. H. Hepburn (the Clerk, Worshipful Company of Curriers), J. W. Ramsbottom (Director, City of London College), John A. Todd (Principal, Liverpool City School of Commerce), Rev. Prebendary H. A. Mason (Rector of St. Alphage, London Wall with St. Mary, Aldermanbury), Hon. F. A. Pauline (Agent-General for British Columbia), Messrs. Sydney Tatchell (Surveyor to the Institute), H. M. Walton (Secretary, Middlesex Education Committee), T. Worswick, O.B.E. (Director of Education, The Polytechnic, Regent Street).

The following members of Council also were present :—

Mr. C. H. Gough and Colonel W. Parker, D.S.O. (Vice-Presidents), Messrs. Edward Wilshaw (Treasurer), George Parker, David Savage, J. C. Mitchell, J.P., E. P. Pullan, S. W. Gladwell, Richard B. Pilcher, O.B.E., Brigadier-General Arthur Maxwell, C.B., C.M.G., D.S.O., D.L. (Past Presidents), Messrs. W. Bramall, T. Cameron, O.B.E, J.P., Hildred Carlisle, C. Evans, H. Foulds, W. F. Garland, C. R. Heathcock, Sir Enoch Hill, J.P., Messrs. W. G. Hislop, A. J. King, M. S. Lennie, F. Gurdon Palin, J. Porteous, W. J. Irving Scott, and the Chairmen of the following branches : Birmingham and District (Mr. J. W. Baillie), Liverpool and District (Mr. T. K. Moulsdale), Manchester and District (Mr. C. W. Skelton), North-East Coast (Mr. Mowbray Thompson), North-East Midlands (Mr. A. E. Dean), South Wales and Monmouthshire (Mr. P. S. Lewer), West Yorkshire (Mr. Peter Anderson).

After the toasts of "The King—our Patron" and "The Queen, the Prince of Wales and the other members of the Royal Family" had been duly honoured,

The Rt. Hon. Lord HEWART, P.C. (Lord Chief Justice of England), proposed "the Chartered Institute of Secretaries." He said that the honour and the pleasure had been conferred upon him that night of proposing the health of their noble selves, coupled with the name of their distinguished and beloved President. It seemed to him, if he might say so without offence, that this toast was strictly superfluous. When he gazed upon that vast assembly, in the spirit in which he saw the Duke of Wellington gazing upon it, he had not the smallest doubt that the health of the Society was well assured. They would remember what a husband on a certain occasion added by way of a postscript to a postcard : "My mother-in-law is staying with us. She has been dangerously ill ; she is now dangerously well again." When he looked round that festive board the description which occurred to him as perfectly accurate was the description "dangerously well." He was invited to remind those present —and this also was superfluous—of something of the Institute's great history. He saw that the toast was concisely named the toast of "The Chartered Institute of Secretaries," but he gathered from a little book that he had been reading lately, in such leisure as he could find, that their true title was "The Chartered Institute of Secretaries of Joint Stock Companies and other Public Bodies." Well, they did not need to be reminded that the Institute had now been established nearly forty years—thirty-eight years to be accurate. That meant, among other things, that it was founded before more than half of his audience was born, and it was actually twenty-seven years ago since a Royal Charter was granted ; that meant, he took it, that a good many of those who were present heard of the draft of the charter from their mothers. But what a magnificent description it was—the Chartered Institute of Secretaries of Joint Stock Companies and other Public Bodies. It was a charming word, the word "secretary." Surely it was connected with the word "secret." Whoever the secretary might be, he was always to be a person in whom confidence was placed, in whom trust was reposed. Whatever his particular capacity might be, his position was that of a confidante. And it seemed to him that there were at least three kinds of secretaries. On the one hand, there was the private secretary. He—or perhaps it might be more correct now, to say she—did not come into their Institute ; on the other hand, there were the secretaries of state and the secretaries of public departments, some of whom he saw dangerously near him. He shivered at their presence. He was not going to refer to them, because he knew that their decisions were final and conclusive and binding upon all parties, like the decision of umpires of cricket matches and of newspaper editors in gambing competitions. Why they had come there that night he did not know, but he rather suspected that they had come for the purpose of intimidating the statue of the Duke of Wellington. Between those two—the magnates of the public department on the one hand and the graceful private secretary on the other hand—this great Institute steered a middle course as Secretaries of Joint Stock Companies and other Public Bodies. But when he looked at the small book that some of them no doubt took to bed with them, and that he had got up early in the morning to read, he was impressed and very greatly impressed by their grandeur, their learning and their power. He wondered how many of them had taken the trouble to read what the objects of the Institute were. The first of them was sufficiently formidable by itself ; it was nothing less than the "testing of the qualifications of candidates for admission to the professional membership of the Institute by examination." Let them not dwell upon that painful topic on an occasion of this kind.

The second object was no less worthy—the holding of conferences and meetings (that did not mean dinner parties) for the discussion of professional affairs, interests and duties, the reading of papers and the delivery of lectures ; the collection and publication of information of service or interest to members of the profession and the public at large. The third object was to ascertain and notify the law and practice relating

to all things connected with the profession of secretary; and the fourth—another rather dismal purpose, but no doubt a necessary one—was to exercise professional supervision over the members of the Institute. That was a grave task. It seemed to combine at one and the same time the functions of a school, the duties of a university and the privileges of matrimony.

What terrifying things examinations were! He understood that the Institute consisted of fellows, associates and honorary members, and everybody, except the honorary members, had to pass the qualifying examination. And even in the final examination the compulsory subjects, to say nothing of the others, included such trifles as economics, secretarial practice and duties, law and conduct of, and procedure at meetings, book-keeping and accounts and the preparation of statements for income-tax assessment. In addition to all those matters it was compulsory that they be examined in mercantile law and a special branch of law, and either banking and exchange or a foreign language.

When he read that, his mind went back to the old adage—

"Still they gazed and still the wonder grew,
That one small head could carry all he knew."

Nevertheless, such was the power of this Institute, such its attractiveness, so indomitable was the ambition to join their forces, that their membership amounted to 6,108, and there was an almost similar number of registered students besides. That was a colossal total.

And, seriously, when one thought what a body like this really meant, what an *esprit de corps* it pre-supposed! What a spirit of professional unity it involved! Their visitors and their spectators could only be thrilled at once with admiration and with despair. As one sign of that magnificent *esprit de corps*, which was the very life blood of a profession, as it was of a school, he observed that during the last year no less a sum than £1,200 odd was contributed by the Institute to the benevolent fund. Well, with all his heart he congratulated them and could only repeat what he said at the outset, that it was really superfluous to propose their health.

He was told that on these occasions those who, through no fault of their own, were entitled and, indeed, required to propose this toast were expected to offer a word of advice. He shrank from offering advice. He could not help thinking that this would be a happier world if advice were never offered, except upon proper instructions and in consideration of a suitable fee. But if advice was to be offered, if without presumption he might trespass upon that dangerous ground, he would venture just to remind them of one sentence in that famous essay of Bacon on "Despair"—a sentence which might be commended to secretaries of every kind whatsoever. They would remember the words: "It is the care of some only to come off speedily for the time, or to contrive some false periods of business, because they may seem men of dispatch; but it is one thing to abbreviate by contracting, another by cutting off; and business so handled at several sittings, or meetings, goeth commonly backward and forward in an unsteady manner. I knew a wise man that had it for a by-word, when he saw men hasten to a conclusion, "Stay a little, that we may make an end the sooner."

With the greatest goodwill he gave them the toast of the health of "The Chartered Institute of Secretaries," and he coupled with it the name of their President, by whose side he had had the honour and the delight of sitting that evening.

Mr. W. G. VERDON SMITH, replying to the toast, said that on behalf of the Chartered Institute of Secretaries, he would like to thank the Lord Chief Justice most sincerely for the terms in which he had been good enough to propose the toast of the Institute, and for all the good things he had said about it. Perhaps it would be merely a platitude to remark that for the period covered by the two last generations life had become very complex—so much so that a multitude or organisations had been brought into being, to deal with its various aspects.

In the spheres of commerce, industry and finance, probably the most notable feature had been the enormous development of joint stock enterprise, until to-day it was the exception to find a business of any size carried on as an ordinary partnership rather than by a company, the members of which took part in the enterprise without the risk of unlimited liability. At the present time the total number of companies registered with the Registrar of Joint Stock Companies was no less than 107,500, and the yearly increase showed no sign of diminution, but the reverse.

(*To be continued.*)

On Tuesday last, 26th inst., Mr. T. Aneuryn Rees, solicitor, Town Clerk of the County Borough of Merthyr Tydfil, and an old Rugby International (and Mrs. Rees) celebrated the fiftieth anniversary of their wedding.

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 4th and 5th November, 1929:—

Barrie Adams, Reginald Ager, Maurice Alexander, Lionel Altman, LL.B. Leeds, Arthur Mason Amery, Robert Eric Andrews, Francis Herbert Appleyard, Harold Morgan Arthur, Patrick George Ashwin, M.A. Cantab, Frances Mary Bache, Kenelm George Ridgard Bagshawe, B.A. Oxon., Thomas Antony Baines, Alan George Bainton, David John Balfour, Arthur Ball, William George Forsyth Ballantyne, Claude Cecil Barker, Frank Alfred Barnes, John Adams Bartlett, John Rosewarne Bazeley, B.A. Cantab, Eric Henry Beart, B.A. Cantab, Allen Beckett, John Bell, Douglas Edward Rawson Bellamy, Louis Berkson, LL.B. Liverpool, Darcy James Edward Binks, Bernard Blaser, George Albert Bolsover, George Bond, Alfred Norman Bonwick, Norman Frank Boyes, Rutherford Wrigley Gibbard Braithwaite, Thomas Marriott Broadie-Griffith, LL.B. London, John Clifford Brook, LL.B. Leeds, Reginald Henry Brooks, Ronald Wait Brown, Albert Holyoake Bryant, Stephen Cleather Burnett, B.A. Oxon., Kenneth Burrell, B.A. London, Henry Hugh Vyvyan Carter, B.A. Cantab, William Clarke Carter, Roger Catchpole, B.A. Oxon., Peter John Feilding Chapman-Walker, Frank Cheeld, Edgar James Chennells, John Granado Chester, George Edward Clark, David Childs Clarke, Dennis Robert Clarke, Percy Daniel Clarke, Alun Devonald Cledwyn, Arthur James Clements, Arthur Clifton, Morris Cohen, Arthur Niel Combes, B.A. Cantab, Harry Bland Connell, George William Cook, Walter Coombs, Fred Collins Crawley, Edward Daniel Weston Crawshaw, B.A. Cantab, Frederic Bernard Crofts, Eric Greenwood Crowther, Henry Charles Abdy Davies, Ithel Davies, B.A. Wales, Jethro Owen Davies, Robert John Davies, Edward Alfred Dearman, B.A. Cantab, James Pryce de Rees, Robert Walter Dickeson, Jared Ewart Dixon, Eric Dodds, Edward Dashwood Tyssen Drakes, John Duncan, David Platt Dunderdale, John Rothwell Dyson, B.A. Cantab, Charles Joseph Eastwood, B.A. Oxon., Louise Margaret Elder, Ronald Armitage Elliott, William Jackson Elmhirst, Isobel Lettice Eteson, Peter Fabyan Evans, B.A. Cantab, Robert Trevor Evans, LL.B. Liverpool, Thomas Henry Evans, LL.B. Liverpool, William Daniel Evans, Patrick Enraght Eve, B.A. Cantab, Godfrey Ariel Evill, John Eric Fishwick, William George Fitton, M.A., LL.B. Cantab, Evan Cecil Francis, Geoffrey Philip Frankenstein, LL.B. Manchester, Geoffrey Freeborough, Reginald Freedman, M.A. Cantab, Alfred Leonard Fry, Anthony Ward Gadsdon, Henry Gilling, Alan Frederic Greenwood, B.A., LL.B. Cantab, George Gregson, Edward Arthur Bayly Griffith, M.A. Oxon., George Alexander Grove, LL.B. Birmingham, William Percival Haines, George Victor Max Hamer, Walter George Hammond, Victor Percy Harries, Geoffrey Hext Harvey, Samuel John Harvey, B.A. Oxon., Albert Evelyn Haslewood, George Augustine Hathway, B.A. London, Richard Lancelot Lloyd Hemingway, Arthur Henry Hepburn, Edwin Williamson Hewitt, Mark Wilson Hewitt, B.A. Oxon., Alec Hamilton Hill, Bernard Ashley Hill, B.A. Cantab, Edwin Rigby Hinchliffe, Raymond Albert Hipkins, Geoffrey Thomson Hirst, Robert James Hoare, Frank Bockham Hodges, Henry Cecil Hoggett, Reginald Frederick Price Holloway, B.A. Oxon., James Battersby Holt, Sydney Hope, John Henry Hore, George Edward Hudson, Leslie Edward Hudson, Cecil Geraldine Price Hughes, Thomas Henry Robert Hughes, B.A. Oxon., Denis Hyde, LL.B. Manchester, Arthur Lionel Ives, M.A. Cantab, William Augustine Ingleby Iveson, Cedric Harry Jackson, Francis Herbert Jackson, Ronald Emerson Maxwell Jackson, B.A. Cantab, John Cyril Jeremiah, Bernard Morris Jerman, George Arthur Jonas, B.A. Oxon., Lawrence Elmore Jones, Joseph Jordan, B.A. National University of Ireland, Frederic Alan Jubb, Donald Kaberry, Julius Israel Kelly, Arnold Kilburn, LL.B. Leeds, John Knott, Humphrey Cecil Lavington, B.A. London, Victor Morley Lawson, William Gerald Leigh, B.A. Oxon, Solomon Levene, Solomon Charles Levy, Alun Geraint Lewis, Claude Adrian Escott Lewis, Ernest Conwill Lewis, Alfred Raymond Lightfoot, Edward Russell Lloyd, Arthur Trevor Lloyd-Jones, B.A. Oxon, Harold Geoffrey Locking, Albert Still Lomax, Charles Basil Lowe, Gordon Hugh McMurtrie, Harry Vivian Mansfield, Albert Marshall, Evelyn Bertha Martin, Edmund Philip Merritt, Richard Henry Middleton, Edward Noble Miller, Herbert Edelston Miller, Raymond Johnson Moore, Cecil James Morgan, Henry Francis Clive Morgan, Peter Maurice Morgan, Stanley Morgan, Cyril Morris, David Morris, Francis John Morse, Victor Elias Moses, Arnold Littlewood Nankivell, Ronald Digby Nelson, Alfred James Norman, Doris Lucy Oates, Seymour Hindley O'Connell, LL.B. Liverpool, George

Leonard Oliver, Harold Watson Osborne, Reginald Parsons, Winifred Ethel Parsons, Bernard Passingham, Sidney Pearlman, Walter Murray Phelps, M.A., LL.B. Cantab, David Merlin Phillips, LL.B. Wales, Charles Phythian, Thomas Gimson Pickard, William Duncan Pinckney, William John Noel Plater, Arthur Francis Hugh Pountney, William Morgan Jones Powell, Alan Westbury Preston, Ronald Baldwin Price, George Prince, Robert Arthur Proudfoot, Francois Edward Mortimer Puxon, Gerald Rawlinson, Ronald Clive Reubens, Eric Cuthbert Pollock Richard, Richard Compton Rickett, John Rigby, Oliver Leslie Roberts, William Arnold Robinson, Arthur Robson, John Alan Robson, Roger Rose, John Cheetham Selwyn Rowbotham, Louis Christopher Rowe, Gwilym Rhisiart Rowlands, William Edward Saunderson, William Francis Savage, Charles Hilary Scott, Geoffrey Vivian Scott, B.A. Cantab., Frederick Scott-Miller, Alfred Edmund Hynam Sevier, Morris Shanovitch, LL.B. London, Thomas Liddle Sibson, Nora Elizabeth Silverston, Donald Lawry Simmons, B.A. Cantab, James Stickley Sinnott, Philip Sive, Alan Milner Smith, Hubert Sogno, Christopher Lewis Spickett, William Ewen Stabb, M.A. Cantab, Thomas Oakeley Dyne Steel, B.A. Cantab, Charles Stone, William Frank Stretton, John Owen Strong, Richard Stubbins, Arthur Frank Stuck, Mark Talbot Sutthery, John Walter Rocke Swayne, George Norman Cyrus Swift, Eric Dunstan Syson, B.A. Oxon., David Taylor, LL.B. Liverpool, Keith Philip Kinloch Thom, B.A. Oxon., Charles Henry Thomas, Sydney John Thorne, Christopher William Thring, B.A. Oxon., Edward William Tilley, LL.B. London, Robert Tinker, Bernard Clare Tippleston, Frank Tucker, Cecil John Turney, Rex Varley, Leonard Walsh, James Walters, Ernest Joseph Ward, Harold Argyle Wardle, Vincent Waring, John Nicholas Webb, Kenneth Robert Webb, Philip Lawrence Welford, LL.B., Manchester, George Winston Whitehead, Frederick Whittet, Roland Whittingham, Edward Wignall, William Nield Wilkinson, Reginald Robert John Williams, Robert Arthur Williams, Eric Wilson, James Hollyer Wilson, Richard William George MacGregor Wilson, Frank Noel Wingent, Frank Winstanley.

No of Candidates, 319. Passed, 268.

The Council have awarded the following prize: To Harry Bland Connell, who served his Articles of Clerkship with Mr. John Trewavas of the firm of Messrs. John Trewavas of Bradford, the John Mackrell Prize, value about £13.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 6th and 7th November, 1929. A candidate is not obliged to take both parts of the Examination at the same time.

First Class.

George Sydney Armstrong, John Boardman, George Manning Butts, Knightley Holled Coxe, Saul Garelick, Frank Hilton Isherwood, Kenneth Macleod Kirby, Norman Lees, Ellis Levinson, Warren Edward Lovesy, Frederick James Odgers, Frederick Gordon Partridge, Caleb Richard Leslie Reece, Romie Shapiro, Oscar Godfrey Vorreuter.

Passed.

Dilys Ainley, Clifford Hookins Ashburn, Vernon Bainbridge, Richard Melville Beaumont, James Beesley, William Harold Blakesley, Douglas Pursey Blatherwick, Mervyn Ainslie Bompas, William James Booth, Leonard Orr Bottomley, Ernest Alfred Boxall, M.A. Oxon., Auboné Burnett, Norman Butters, Luke Thutt Pitt Chong, Charles Cornwell, Hugh Curry, Alfred James Davies, Ninian Rhys Davies, John Crichton Parry de Winton, B.A. Oxon., Edwin George Fowler, Joseph Frost, Henry John Gillman, Harry Twine Gilpin, Norman Howard Granville Glossop, Wilfrid Edward Godfrey, Arthur James Vernon Goldfinch, John Eric Green, Mabel Eileen Greenwood, Arthur Raymond Cyndeyrn Griffiths, Ethel Grimshaw, B.A. Liverpool, Francis Frederick Hales, Beryl West Harris, B.A. Liverpool, Vernon Edmund Gordon Harriss, B.A. Oxon., Donald Hargreaves Haslam, John Heelis, B.A. Cantab, Ernest Higginbottom, Alfred Henry Howarth, Henry Thomas Hughes, Alfred Ingledew, James Llewellyn Jefferies, Brinley Jenkins, Charles Lionel Kayser, Edward Kilner, John Cyril Newport Kilner, Bernard King, Robert Camille Samuel Levy, Leonard Mark Liell, Reuben Lipman, Ian Lisle MacGregor, Edwin Kenneth William Matthews, William Leonard Nicholls, Frank North, John Charles Ewart Osborne, George William Palmer, John Herbert Pashley, Gilbert Bickford Pearce, Robert Clark Percival, Eric James Pointon, Robert Bridges Prain, George Arthur Pratt, George Neville Riley, Percival Ellis Roberton, Miriam Rose, Robert Harrison Rose, Herbert Rutter, Herbert Edwin Scott, James Adamson Shaw, Cyril Wilfred Shawcross, M.A. Cantab, Arthur Edwin Sheppard, Henry Clifton Simmonds, Dorothy Eleanor Singleton, Harry Smith, William Stanley Smith, Raymond Noel Snell, John Beckett Stennitt, Leslie Stott, Francis Felkin Stunt, Charles Taylor, John William Taylor, Noel Oughtred Till, Frank Dudley Todman, Denis Brougham Tracey, B.A. Manchester, Louis Edward Pendyrys Tylor, Catherine Sarah Vickers, Henry Arthur Wadkin, Eric James Waggott, David Anthony Wainwright, Frank Walker, Thomas Henry Campbell Wardlaw, Henry de Pinna Weil, Thomas Dawson Whaley, Ralph Alexander Wilson, M.A. Edinburgh.

The following candidates have passed the Legal portion only :—

William Somerville Adams, Elliot Barnard Allard, John Frank Noel Anstee, Christopher Jordan Arrow, Henry Ashwin, B.A. Cantab., Harry Ernest Bailey, John Maurice Baldry, Frank Whitaker Barnett, Ernest Alfred Barton, Percy Villiers Blakemore, George William Briggs, B.A. Cantab, Stanley Calvert Broadbent, Mary Alice Brown, Stanley Ivan Brown, Avalon St. George Bulleid, Nathaniel Frederick Burge, Leonard Edmund Callender, Edwin William Carter, Thomas Rhodes Catterall, Edward Forrester Clark, John Oliver Clark, Hugh Neville Colpman, Thomas Alfred Connolly, Arthur Piercy Dimes, Philip Gage Dwyer, B.A. Cantab, George Reginald Thomas Eastman, John Kenneth Edmondson, Bernard Philip Vincent Elsden, Gerald Edwin Evershed, Walter Briaris Farmbrough, Donald Charles Campbell Ferrier, John Euston Bell Finlay, George Gordon Fraser-Smith, James Ainsworth Freeman, Paul Furniss, Reuben Galinski, John Gardner, William Edwin Gill, John Morton Glover, Louis David Gordon, James Rogers Grange, Charles Haddon Redvers Gray, John Percival Gray, Francis Howard Grove, Richard Hall, John Thompson Halsall, Edward Rhodri Harris, Lawrence Harris, Millicent Joan Hayward, Harold Hiley, Hector Wilfrid Sawell Homewood, M.A. Cantab, Frederick Ronald Horden, Ernest Walton Howard, Elwy Clifton Marshall Hughes, John Albert l'Anson, Eric Francis Impey, William Howel Godfrey Jeffreys, Ernest Logan Bevan Jenkins, B.A. Cantab, James Alexander Johnson, Megan Helen Jones, B.A. Wales, Ronald John Jones, William Allan Kent, George Stuart Lampard, Bernard Walter Law, George Cecil Lees, Donald Buckingham Leonard, Gerald Thomas Lester, Thomas John Lewis, John Howes Linnell, Joseph Lloyd, Norman Eric Lundy, William Henry Maddock, Henry Louis Johnson Massey, Robert Mathew, James Matthews, Benjamin Francis Henry Maturin, B.A. Oxon., Arthur Daryl Middleton, Robert Washbourne Money, John Joseph Neesham, Leslie Charles Nevett, Edward Compton Lowther Nichols, Leonard Cuthbert Odhams, Harold Owen, Cyril Stanley Page, Walter Stuart Palmer, Maurice Philip Pariser, Joseph Harry Roy Pearson, John Richard Pedley, Aubrey Dyas Perkins, Richard Appleton Pierce, Edward Whitfield Pigot, Reuben Policousky, Warren Hungerford Powell, Charles Maurice Priddey, Guy George Morris Pritchett, Edward Procter, Charles Bertram Read, Henry Randall Richards, George Morrey Roberts, John Walter Sykes Robertshaw, Robert Robinson, William Keith Robinson, George Ronald Roddam, John Dunscome Rowland, Fenwick Sanderson, Herbert Samuel Sargent, Frederick Robert Mawdesley Serjeant, Roger Sharpley, Edward Stainer Smith, Geoffrey Spencer, James Frederick Stephenson, Isabella Maude Rowell Stevens, James Stanley Stringer, Reginald Fred Taylor, William George Frederick Thompson, Gerald William Treadwell, John Stephen Tredinnick, Reginald Francis Trump, John Harcourt Linley Trustram, Kenneth Turnbull, George Henry Twyford, Morgan Pope Watkins, Robert Arnold Watson, Norman William White, Peter Henry Whitfield, Ronald Bowen Whittingham Herbert Horatio Howitson Wiggett, B.A. Cantab, Alec Roy, Wills, James Frederick Wiltshire, John Peter Winckworth, Edward Fabyan Windeatt, Roland Woolf.

No. of Candidates, 332. Passed, 239.

The following candidates have passed the Trust Accounts and Book-keeping portions only :—

Frank Kingsley Clayton Adams, Hartley William George Annis, Noel Dixon Armstrong, B.A., LL.B. Cantab, Sydney Arthur Aston, Norman Thomas Atkins, B.A. Cantab, Richard William Douglas Auld, Robert John de Chair Barber, B.A. Oxon., Labe Bere Berkson, LL.B. Liverpool, Eric Denis Berry, Herbert Woodruff Beswick, John Torre Bette, B.A. Oxon., Henry Evelyn Stewart Bird, B.A., LL.B. Cantab, John Dickinson Bladon, B.A., LL.B. Cantab, Leonard Dawson Borman, Paget Norman Bowman, B.A. Oxon., John Boyle, Richard Brearley, B.A. Oxon., Wilfrid George Bretherton, B.A. Oxon., Walter George Brian, Philip Sinclair Briggs, Pennington Mellor Bright, Donald Broackes, B.A. Cantab, Kenneth Frederick Brook, B.A., LL.B. Cantab, John Wain Brown, Norman Hughes Buckley, LL.B.

Manchester, Stanley Harry Edward Burley, LL.B. London, Francis Denis Victor Cant, John Carslake, B.A. Oxon., Richard Francis Cartwright, LL.B. London, Eric James Chapman, Charles Leslie Chatwin, LL.B. Birmingham, Felix Francis Gordon Clark, Samuel Frederic Alexander Clarke, William Clarke, Arthur Herbert Cole, Charles Derrick Cornish, William Nicholas James Cornish, Alfred Settle Coupe, Lionel Bertram Court-Cooper, Arthur Roger Cronin, Mabel Ida Crosse, William Healy Darbyshire, Charles Ronald Davies, David Salmon Ellis Davies, B.A. Oxon., Egryn Kenneth Davies, Richard Hughes Ellis Davies, B.A. Oxon., Leslie Richard Davis, Dennis Daybell, Graham Dudley Digges, Samuel Doberman, Clifford William dos Santos Doré, Edward Addison Doughty, B.A. Oxon., Thomas Arnold Steel Drake, B.A. Cantab, Frederick John Dunn, Kenneth Robert Daniel Durie, Frederick Ronald Edis, LL.B. London, Cyril John van Dedem Edwards, B.A. Oxon., George Hugh Edwards, B.A. Oxon., Godfrey Albert Elkin, Maurice Wylmer Field, Roy Firth, Eric Arthur Fontheim, Wilfrid Forden, James Probyn Franck, John Freeman, B.A. Cantab, William Arthur Cokayne Frith, B.A. Oxon., Ernest Gerald Gateley, Patrick William Pilkington Gee, B.A. Oxon., Philip Clement Gibbons, B.A. Oxon., Wilfrid Humble Gibson, Cyril Edwin Glasspool, LL.B. Liverpool, Charles Goldwater, Ernest Cecil Gould, Trefor Price Griffiths, John Nevile Wake Gwynne, Henry Lawrence Hall, B.A. Oxon., Percy Halliday, B.A., LL.B. Cantab, Richard Somers Angus Hardy, B.A. Oxon., David Harris, Francis Hastings Hastings-James, George Ockleston Hatton, Philip Maurice Herring, B.A. Oxon., Anthony North Hickley, B.A. Oxon., James Alexander Hill, John Allen Hilton, John Rayner Hodder, Walter Holt, LL.B. Manchester, Stephen Howe, B.A. Cantab, Francis Gerard Hunt, Kenneth Hugh Ingledew, B.A., B.C.L. Oxon., Jacob Jaffe, LL.B. Manchester, John Howell Griffiths James, B.A. Cantab, John Thomas James, Arthur Gordon Jenkins, B.A. Oxon., Edward Brynmor Jenkins, David Stuart Jones, Griffith Edward Allyn Jones, B.A., LL.B. Cantab, John Rees Jones, Arthur Ralph Keeping, Robert Henry Kersley, B.A., LL.B. Cantab, John Dunstan Kevill, John Douglas Kewish, Finlay Tower Kitchin, B.A., LL.B. Cantab, Andrew John Knox, B.A. Oxon., Henry Holmes Lambert, B.A., LL.B. Cantab, Ernest Cooke Lee, Robert William Lewington, John Walter Lewis, B.A. Cantab, William Herbert Lill, Gwilym Llewellyn, Charles Gordon Lloyd, B.A. Cantab, Benjamin Longworth, Owen Frederick Lowless, George Leopold Lush, Alan Grant Maby, B.A. Oxon., James Shorrock McAnulty, James Ellis McComb, Norman Margetts, George Edward Marriott, Richard Dendy Marten, Derick Rolfe Martin, Harry Turner Meades, LL.B. Birmingham, William Sager Middlehurst, William Melville Mitchell, Arthur Neville Moon, Harry Frank Grave Morris, B.A. Oxon., Richard Glyn Morris, Walter Horace Mulley, Richard Mumby, Isaac Elliston Near, Nevill Herbert New, Francis Paul Northover, John Cuthbert Ottaway, Thomas Harry Parkinson, LL.B. Birmingham, Roger Frederick Pawsey, George Maurice Bruce Pearson, Alec Hughes Penn, John Henry Pethybridge, B.A. Oxon., Richard Gilmour Philipps, Henry Revell Phillips, William Kenneth Pickering, David Linton Pollock, B.A. Cantab, James Dalzel Pritchard, B.A. Oxon., Roger Michael Wood Pritchard, Geoffrey Alan Procter, Denis Herbert Pullin, B.A., LL.B. Cantab, Donald Herbert Rees, B.A. Oxon., John Rhodes, John Stretton Richardson, Harry Burton Ringrose, B.A., LL.B. Cantab, Charles Wilfred Robbins, B.A. Cantab, Albert Benjamin Rogers, Henry Rogers-Lewis, Rowland John Rowlands, Cyril Howard Russon, Sydney Rutter, Eric John Sadler, B.A., LL.B. Cantab, May Cissie Samuel, LL.B. Leeds, John Raymond Scott, Michael David Llewellyn Scott, Louis Silman, LL.B. Leeds, Thomas Lewis Simmons, John Skinner, Hillard Slavid, Clifford Smith, Frank Eyre Smith, William Richard Trevor Smith, B.A., LL.B. Cantab, Stanley Soper, Gedaliah Sopher, Walter Ralph Clements Sprott, William Thomas Angelo Thomson, John Wyndham Stanton, B.A. Cantab, Arther Reginald Stanistreet Stockdale, John Henry Noel Strick, Reginald Gerald Swales, John Swallow, Michael Robert Eric Swanwick, B.A. Oxon., Eric Vaughan Sykes, Thomas Cresswell Butson Tarn, B.A. Cantab, Charles Robert Taylor, William Alan Taylor, Robert Auriol Benton Thomas, Alfred Henry Thornton, Edward George Tibbits, John Christie Ticehurst, Thomas Keith Todd, John Austin Trentham, Roland Henry Wade, B.A., LL.B Cantab, George Ronald Walker, Joseph Kenneth Walker, B.A., LL.B. Cantab, Joseph Cyril Walter, Lancelot Darlington Wardle, Godfrey Lupton Richardson Whitelock, Herbert William Whitney, John Sherard Widdows, Henry James Holt Wiseman, B.A., LL.B. Cantab, Archibald Charles Wood, Arthur William Wood, Frederick Noel Wyatt, William Richard Blackman Young, M.A. Oxon., Arnold Chadwick Younghouse.

No. of Candidates, 369. Passed, 308.

Guaranty Executor & Trustee Co., Ltd.

Authorised to act as a British Trust Corporation.

A subsidiary of the Guaranty Trust Company of New York

32 Lombard St.
E.C.3

Legal Notes and News.

Honours and Appointments.

Mr. Joseph C. Jackson, K.C., and Mr. Walter Frampton, Barrister-at-law, have been elected Benchers of The Middle Temple. Mr. Jackson was called to the Bar in 1909 and took silk in 1924, whilst Mr. Frampton was called in 1901.

The Board of Trade have appointed Mr. Henry Thomas Rowe to be Official Receiver for the Bankruptcy District of the County Courts at Salisbury, Dorchester and Yeovil, as from Tuesday, the 19th inst., in the place of Mr. T. W. Barton, who has resigned.

Mr. C. P. Beech, Clerk to the Birmingham Board of Guardians, has been appointed Public Assistance Officer for Birmingham.

Mr. Ernest Lloyd, Solicitor, Connah's Quay, has been appointed Clerk to the Connah's Quay Urban District Council. Mr. Lloyd was admitted in 1914.

Mr. F. H. C. Wiltshire, M.C., Solicitor, Town Clerk of Birmingham, has been appointed Clerk to the Birmingham Public Assistance Committee. Mr. Wiltshire was admitted in 1908.

Mr. A. C. L. Morrison, Chief Clerk of the Marlborough-street Police Court, has been appointed Chief Clerk of the Metropolitan Juvenile Courts, and will be attached to the staff of the Bow-street Police Court.

Mr. E. A. Carr, Chief Clerk of the Westminster Police Court, has been transferred to Marlborough-street, and is succeeded by Mr. Edward Hughes, Senior Second Clerk of the Bow-street Police Court. Mr. J. L. Hutchinson becomes Senior Second Clerk at Bow-street.

Mr. J. H. Crane has been appointed Chief Clerk of the West London Police Court in the place of Mr. B. Westell, transferred to Marylebone.

The Lord Chancellor has made the following presentation: The Reverend W. H. Draper, M.A., Master of The Temple since 1919, to the Vicarage of Weare, Diocese of Bath and Wells.

Mr. HARRY BEVIR VAISEY, K.C., has been elected a Bencher of Lincoln's Inn, in the place of the late Mr. Robert Frederick Norton, K.C., Mr. Vaisey was called to the Bar in 1901 and took silk in 1925.

Mr. WILLOUGHBY BULLOCK, Chief Justice of St. Vincent, has been elected Master of the Curriers' Company.

Mr. R. W. B. BUCKLAND, solicitor, of the firm of Messrs. Vandercom, Stanton & Co., of 35, Spring Gardens, S.W.1, has been elected Master of the Wheelwrights Company. Mr. Buckland was admitted in 1889.

Mr. J. W. WOODMAN-SMITH, solicitor, has been appointed Clerk to the Carmen's Company in succession to the late Mr. Under-Sheriff Capper. Mr. Woodman-Smith was admitted in 1927.

The Right Hon. Viscount SUMNER, P.C., G.C.B., has been elected Treasurer of the Inner Temple for the year 1930. Viscount Sumner was called to the Bar in 1883, took silk in 1901, elected a Bencher of his Inn in 1909, and has been a Lord of Appeal in Ordinary since 1913.

UNDER-SHERIFF FOR FORTY YEARS.

To mark their great esteem of the late Mr. Edwin Gray, who for forty years held the office of Under-Sheriff of Yorkshire, an oil painting of him by Mr. C. E. Butler, of London, has been subscribed for by all existing ex-under-sheriffs of the county. On Friday it was presented to his widow, Mrs. Edwin Gray, at York Castle. The office has, with slight interruptions, been held by the Gray family since 1789. At Mrs. Gray's request the portrait is to hang in the high sheriff's room at the castle along with those of a number of past high sheriffs.

THE LATE MR. R. F. NORTON, K.C.

A memorial in the Chapel of King's College Hospital to the late Mr. R. F. Norton, K.C., a member of the Committee of Management from 1914 to 1919, and vice-chairman for thirteen years, was unveiled by Canon Storr, Preacher at Lincoln's Inn. The service, which was conducted by the Rev. W. J. White, resident chaplain, included the dedication of a bed endowed anonymously to his memory. The Benchers of Lincoln's Inn, of which Mr. Norton was treasurer, were represented by Sir James Greig, who was accompanied by Lady Greig.

Among those present were: The Misses Norton, Lord Gorell (chairman of the hospital), Mr. A. D. Power (vice-chairman), the Dowager Viscountess Hambleden, Viscount Hambleden, Lord Balniel, Sir Lenthal Cheatle, Sir Henry Gooch, Sir Edward Troup, Dr. Halliday (Principal of King's College), Dr. Willoughby Lyle (Dean of the Medical School), the Hon. Mrs. Henley, the Hon. Mrs. Tufton, Professor Barclay-Smith, Mr. Arthur Edmunds, Mr. E. T. Campbell, and Mr. G. T. Whiteley.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT NO. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'nd'y Dec. 2	Mr. Blaker	Mr. Andrews	Mr. Ritchie	Mr.*Blaker
Tuesday .. 3	More	Jolly	Blaker	Jolly
Wednesday 4	Ritchie	Hicks Beach	Jolly	*Ritchie
Thursday .. 5	Andrews	Blaker	Ritchie	Blaker
Friday 6	Jolly	More	Blaker	*Jolly
Saturday .. 7	Hicks Beach	Ritchie	Jolly	Ritchie

DATE.	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON.	MR. JUSTICE LUXMOORE.
M'nd'y Dec. 2	Mr. Jolly	Mr. Hicks Beach	Mr. More	Mr. Andrews
Tuesday .. 3	*Ritchie	Andrews	*Hicks Beach	*More
Wednesday 4	*Blaker	More	*Andrews	Hicks Beach
Thursday . 5	*Jolly	Hicks Beach	*More	*Andrews
Friday 6	Ritchie	Andrews	*Hicks Beach	More
Saturday .. 7	Blaker	More	Andrews	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The CHRISTMAS VACATION will commence on Tuesday, the 24th day of December, 1929, and terminate on Monday, the 6th day of January, 1930, inclusive.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (21st November, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 5th December, 1929.

	MIDDLE PRICE 27th Nov.	INTEREST YIELD. £ s. d.	YIELD WITH REDEMPTION. £ s. d.
English Government Securities.			
Consols 4% 1957 or after	84	4 15 3	—
Consols 2½%	53	4 16 2	—
War Loan 5% 1929-47	99¾	5 0 3	—
War Loan 4½% 1925-45	93	4 16 9	5 2 9
War Loan 4% (Tax free) 1929-42	100	4 0 0	4 0 0
Funding 4% Loan 1960-1990	85½	4 13 7	4 14 9
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91½	4 7 5	4 9 9
Conversion 4½% Loan 1940-44	93¾	4 16 0	5 2 0
Conversion 3½% Loan 1961	74½	4 14 0	—
Local Loans 3% Stock 1912 or after	62⅓	4 16 0	—
Bank Stock	248½	4 16 7	—
India 4½% 1950-55	83	5 8 5	5 15 0
India 3½%	63	5 11 1	—
India 3%	53	5 13 2	—
Sudan 4½% 1939-73	92	4 17 9	4 19 0
Sudan 4% 1974	83	4 16 5	4 19 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	83	3 12 3	4 2 0
Colonial Securities.			
Canada 3% 1938	87	3 9 0	4 16 0
Cape of Good Hope 4% 1916-36	92	4 7 0	5 7 6
Cape of Good Hope 3½% 1929-49	81	4 6 5	5 0 3
Commonwealth of Australia 5% 1945-75	95	5 5 3	5 5 9
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	92	4 17 10	4 19 0
Natal 4% 1937	92	4 7 0	5 7 6
New South Wales 4½% 1935-45	86	5 4 8	5 17 3
New South Wales 5% 1945-65	91	5 9 11	5 11 3
New Zealand 4½% 1945	93	4 16 9	5 3 9
New Zealand 5% 1946	101	4 19 0	4 18 0
Queensland 5% 1940-60	91	5 9 11	5 12 3
South Africa 5% 1945-75	102	4 18 0	4 17 9
South Australia 5% 1945-75	94	5 6 5	5 6 9
Tasmania 5% 1945-75	93	5 7 6	5 8 3
Victoria 5% 1945-75	94	5 6 5	5 6 9
West Australia 5% 1945-75	94	5 6 5	5 6 9
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	61	4 18 4	—
Birmingham 5% 1946-56	100	5 0 0	5 0 0
Cardiff 5% 1945-65	99	5 1 0	5 1 0
Croydon 3% 1940-60	68	4 8 3	5 2 0
Hull 3½% 1925-55	76	4 12 1	5 4 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4 18 7	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51	4 18 6	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62	4 16 9	—
Manchester 3% on or after 1941	61	4 18 4	—
Metropolitan Water Board 3% 'A' 1963-2003	60	5 0 0	—
Metropolitan Water Board 3% 'B' 1934-2003	63	4 15 3	—
Middlesex C. C. 3½% 1927-47	82	4 5 4	5 1 0
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	60	5 0 0	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	99	5 1 0	5 1 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	79	5 1 3	—
Gt. Western Rly. 5% Rent Charge	97	5 3 1	—
Gt. Western Rly. 5% Preference	90	5 11 1	—
L. & N. E. Rly. 4% Debenture	74	5 8 1	—
L. & N. E. Rly. 4% 1st Guaranteed	71½	5 11 11	—
L. & N. E. Rly. 4% 1st Preference	64	6 5 0	—
L. Mid. & Scot. Rly. 4% Debenture	77	5 3 11	—
L. Mid. & Scot. Rly. 4% Guaranteed	71½	5 11 11	—
L. Mid. & Scot. Rly. 4% Preference	68	5 17 8	—
Southern Railway 4% Debenture	77	5 3 11	—
Southern Railway 5% Guaranteed	95	5 5 3	—
Southern Railway 5% Preference	85	5 17 8	—

YOUNG Solicitor (23), November Final, desires post as Assistant Conveyancing and general practice. Trained in busy office.—Write Box 258, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR'S Managing Clerk, unadmitted, wide experience litigation, conveyancing, common law; pleads fresh start any capacity, moderate salary; can furnish guarantee.—Lex, c/o W. W. Jemmett, F.I.S.A., Secretary, Central D.P.A. Society, Victory House, Leicester-square, W.C.2.

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.." Box 353 Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Managing Clerk, general practice large city seven years, two years sole charge, desires engagement owing to amalgamation. Specialities: litigation, advocacy. Athletic, bachelor, and insatiable worker. —"M.P.," Box 459, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (46), School and University, with 10 years' experience in engineering (workshop and drawing office), 5 years under articles and 5 years in further experience and managerial work prior to his entry into the legal profession, and who has 16 years association with the law, and is at present on his own account in practice as a solicitor, desires a sound administrative appointment with an important undertaking; has a real live mind and is a capable organiser; thoroughly conversant with present-day methods of commercial life and efficient in legal procedure; highest references; principals only.—Box No. 1, Solicitors' Journal, 29, Breams-buildings, E.C.4

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.." Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S," Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

EX-CAPTAIN, Royal Engineers, 44 years of age, married. Twenty years abroad. Good knowledge civil engineering, hard worker and conscientious. Desires executive or administrative post, or as out-door representative, traveller, which entails position of trust. 11069.

EX-OFFICER, held position as Private Secretary and comptroller to a peer; also a certificated accountant with several years' experience, seeks responsible post; any capacity; excellent references. Dis. 232.

EX-Officer, farmer's son, age 43, seeks position of trust. Would manage farm or represent firm of repute offering cattle feeding commodities. Good references. Disengaged. 11256.

EX-OFFICER, experienced architect, surveyor, civil engineer and estate agent, highly recommended, seeks post any branch as above, or would accept any other suitable appointment offered. 10717.

EX-OFFICER desires appointment, certified accountant, auditor, inspector (traveller or otherwise), financial secretary, cashier, office manager. War service: Paymaster, Royal Navy, Lieut. Air Force, Finance Officer, Ministry of Labour. Educated Christ's Hospital. Freemason, married, government testimonial. Dis. 255.

EX-OFFICER, 40 years of age, suffering from slight epilepsy, desires position. Eighteen years' experience coffee and cocoa market, undeniable references, character and ability. Willing to take medium salary to commence with. 11268.

ARTICLED CLERKS, &c.

LAW.—Vacancy occurs in busy Solicitor's office for Articled Clerk; premium 150 guineas.—Write Box 260, Solicitors' Journal, 29 Breams-buildings, E.C.4

OLD-ESTABLISHED firm of solicitors in Midlands have vacancy for a premium articled clerk; good prospects.—Write Box 257, Solicitors' Journal, 29, Breams-buildings, E.C.4.

TRANSFER of Articles desired by Articled Clerk for two years. Passed Intermediate and Accounts; good worker; satisfactory reason for proposed change. Reasonable premium paid. Office of clerk to local authority preferred, but not essential.—Box 256, Solicitors' Journal, 29, Breams-buildings, E.C.4.

AN EXCEPTIONAL opportunity occurs for an articled clerk with the sole partner in an established north country firm carrying on a busy general practice with opportunities for experience in every variety of work. Good prospects subsequent to completion of articles. Age 17-18, with Public School training essential. Premium 250 guineas, part returned.—Apply Box 250, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CHARTERED Surveyor has vacancy for Articled Pupil; premium; salary by arrangement.—Write Box 242, Solicitors' Journal, 29, Breams'-buildings, E.C.4

ESTABLISHED firm of Chartered Accountants in City will shortly have vacancy for Articled Clerk; premium 150 guineas, repayable during articles; under supervision of principal.—Write Box 243, Solicitors' Journal, 29, Breams'-buildings, E.C.4.

SOLICITOR has vacancy for Articled Clerk. Premium 150 guineas.—Write Box 244, Solicitors' Journal, 29, Breams'-buildings, E.C.4.

LAW.—Solicitor's office with growing practice has a vacancy for Articled Clerk. Midlands. General practice; personal supervision and coaching. Premium required. Reasonable board-residence if necessary found. —Apply Box 169, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with busy and growing general practice, has vacancy for Articled Clerk. Personal supervision. Premium required, part returned.—Apply Box 146, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

PRACTICES AND PARTNERSHIPS.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams'-buildings, E.C.4.

SOLICITORS. — Well established General Practice, home counties, market town, for sale or share net profits approximately £800, increasing. Introductions given; shooting, fishing and golf facilities.—Box 1964, c/o Pool's Advertising Service, 180, Fleet-street E.C.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply "B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MR. NOAH A. RIGBY, Solicitor and Commissioner for oaths, St. Helens, Lancashire, is desirous of purchasing the succession to or a partnership in a substantial country practice and will be pleased to hear from any solicitor or firms of solicitors of good standing who are open to negotiation; capital available; excellent credentials; highest references given and required.

OFFICES.

LINCOLN'S INN FIELDS.

SPACIOUS GROUND FLOOR SUITE OF OFFICES on north side of square to be let on lease. Large general office, principal's room, five private rooms and extensive strong room. Approximately 2,000 sq. ft. Moderate rent.

FAREBROTHER, ELLIS & CO., 29, Fleet Street, E.C.4.

OFFICE suite of six good Rooms in Chancery-lane (Nos. 88-90), to Let, at Low Inclusive Rent. Newly decorated; passenger lift; uniformed porters, etc. —Apply Housekeeper or Town Investments Ltd., 47, Grosvenor-street, W.1. Mayfair 5238/9.

PREMISES TO LET.

TO BE LET OR SOLD.—A Period House of great character, St. Sepulchre Vicarage, Charterhouse-square, E.C.1, eminently suitable for a firm of Solicitors. A Georgian House, comprising Ground Floor, Basement and Four Upper Floors, the rooms being mostly panelled and approached by a beautifully carved oak staircase. Total net floor space about 3,500 square feet. At the rear is the Garden with considerable building value. To be Let on Lease at a moderate rent or the Freehold to be sold.—For further particulars apply Messrs. Alfred Savill & Sons, Chartered Surveyors, 2 & 3, Royal Exchange, E.C.3.

INVESTIGATIONS.

ENQUIRIES and INVESTIGATIONS.—John Conquest, 36 Great James-street, Bedford-row, W.C.1 (Holborn 3866). Established 1899.

LAW BOOKS.

WANTED.—Chitty's King's Bench Forms. 1923, last edition.—H, Box 17, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WANTED to Purchase, set of Encyclopædia of Forms and Precedents, by Butterworth, latest edition, thin paper edition; quote price.—Box 117, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WANTED to Purchase.—Recent editions of the following books: (I) "Lumleys Public Health Acts"; (II) "Mozley and Whiteleys Law Dictionary"; (III) "Hunt's Boundaries and Fences." State lowest cash price in each case to "W.," Box 17, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INFORMATION REQUIRED.

2s. per line.

LEIGHTON.—The undersigned seeks information as to the existence of SIEGFRIED LEIGHTON (formerly LEIPZIGER) or of HENRY or MINNA LEIGHTON or other his descendants or their children, who are supposed to be the heirs of JAKOB LEIPZIGER, who died in 1873.—Dr. Cohn, care of Rehder & Higgs, Solicitors, 29, Mincing-lane, E.C.3.

LIEUT.-COL. MAXIMILIAN JOHN DE BATHE, deceased, late of 1, Rue de Commerce, Brussels.—Any person having in his possession, or knowing of, a WILL made by the above-named deceased is requested to COMMUNICATE with Maples, Teesdale and Co., Solicitors, 6, Frederick's-place, E.C.2.

GILBERT MARSH is requested to communicate with Messrs. Lee, Bolton, and Lee, 1, The Sanctuary, Westminster, S.W.1, with regard to an asset belonging to the Estate of the late John Darlington Marsh.

STEPHENS, GEORGE JOHN, late of Ross, Herefordshire.—INFORMATION REQUIRED as to present ADDRESS, or, if dead, date and place of death. Last heard of at Valparaiso, Chile, in 1922.—Apply Mrs. Ramsay, White Gables, Dovercourt, Essex.

INFORMATION is desired as to the present addresses of certain of the CHILDREN of the late THOMAS WALLER, who married Emma Hardy. The addresses needed are those of Edwin Thomas Waller, Alfred William Waller, and Emma Waller, either of whom, by COMMUNICATING with the undersigned, may hear of something to his or her advantage. If this should come to the notice of Mrs. Mary Baker or of Mrs. Louise Maude Lowes, both of whom are believed to have resided in 1924 at No. 30, Handen-road, Lee, Kent, she might be able to furnish particulars. Any other person who claims to be a child of the above-mentioned Thomas Waller (who was a son of John Waller and Frances his wife, formerly Layzell) is requested to communicate with the undersigned. —DAWES and SONS, Solicitors, 81-87, Gresham-street, London, E.C.2.

RE Miss CHARLOTTE ELIZABETH LYDIA COULSON, late of Dawlish and Thorverton, deceased. —If Mrs. LUCY ROSALINE BEATRICE TURTON, o, LORENZO BROMILOW COULSON (or MANCINI) will COMMUNICATE with the undersigned they will hear of something to their advantage.—Henry H. Bell, Solicitor, 34 South John-street, Liverpool.

EDUCATIONAL.

THE WELLS SCHOOL, Ilkley, Yorks.—A Preparatory School for the Public Schools and R.N.C., Dartmouth. Individual attention to each boy's health, work and games.—For prospectus, etc., apply to the Headmaster (Mr. C. L. Farrer, Christ's College, Camb.).

LODINGTONS

15, STRAND, W.C.2.

RENT COLLECTIONS A SPECIALITY.

EXCEPTIONALLY LOW CHARGES. PROMPT SETTLEMENTS.
BANKERS: MIDLAND BANK. WRITE FOR TERMS.

ESTABLISHED 1852.

DRIVERS & NORRIS,
F.A.I.,

AUCTIONEERS, VALUERS, SURVEYORS, HOUSE, ESTATE AND FACTORY AGENTS

407, HOLLOWAY RD., N 7.

Telegrams: "DRIVERS, HOLLOWAY." 'Phones: NORTH 1503, 1504 & 1131.

Telephone: HOLBORN 584 (3 lines).

WEATHERALL & GREEN

Surveyors, Valuers, Auctioneers, and Estate Agents,

22, CHANCERY LANE, W.C.2.

SALES BY AUCTION.

VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.

RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

To Solicitors, Trustees and Executors.

DEBENHAM, STORR & SONS, LTD.
AUCTION ROOMS.
(ESTABLISHED 1813.)
Auctioneers and Valuers of all Classes of Property.

For the Sale of Jewellery, Antique and Modern Silver, Curios, Furniture, China, Choice Furs, Works of Art, etc.
Valuations made in Town and Country for all purposes.
APPLY:
26, King St., Covent Garden, London, W.C.
Phone: 2399 Gerrard. Telegrams: "Viewing, London."

KNIGHT FRANK & RUTLEY'S SALE ROOMS
FOR
JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,
And all classes of Valuable Property.
SALES IN COUNTRY HOUSES. FIRE VALUATIONS.

Special Estate Rooms for Auctions of Real Property and Investments.
20, HANOVER SQUARE, LONDON, W.1.

By order of Trustees and others.

STIMSON & SONS

will SELL by AUCTION at the LONDON AUCTION MART, 155, Queen Victoria-street, E.C., on THURSDAY, 12th DECEMBER, at 2.30 o'clock:—

FREEHOLD GROUND RENTS.

£15 11s. per annum secured upon three residences, Nos. 35, 37 and 39, ARDGOWAN-ROAD, CATFORD.
£10 per annum secured upon two houses, Nos. 100 and 102, DUNCOMBE-ROAD, UPPER HOLLOWAY.
£7 7s. per annum secured upon 93, CAMPSBOURNE-ROAD, HORNSEY.

LEASEHOLD GROUND RENTS.

£101 2s. per annum arising from twenty residences, Nos. 35 to 47 (odd), DERONDA-ROAD, and Nos. 7 to 14, and 18 to 22, DEERBROOK-ROAD, HERNE HILL. Term 28 years.
£51 19s. per annum arising from 75 houses, Nos. 30 to 56, SOUTH-STREET, 3 to 19, 24 to 36, ASHBURNHAM-ROAD, 38, 39, 40A, 46 to 73, ASHBURNHAM-GROVE, GREENWICH. Term 17¼ years.
£21 per annum arising from No. 3, WARRINGTON-CRESCENT, MAIDA VALE. Term 29 years.
£21 per annum arising from fourteen houses, Nos. 210 to 236 (even), HERTFORD-ROAD, LOWER EDMONTON. Term 48 years.

Particulars of Stimson & Sons, 25, Ironmonger-lane, E.C.2, and 12, New Kent-road, S.E.1.

BY order of Exors.—PADDINGTON, Freehold Shops, 560 and 562, Harrow-road, Kilburn, 27 and 37, Malvern-road, Kensal Rise, 37 to 45 Chamberlayne-road, producing £860. Brondesbury Park, Possession, Charming Residence, 141, Chevening-road; also Leasehold Ground Rents of £427 upon Shop and other Properties in Kensal Rise and Kensington.

HUSSEY, WALCOTT & CO.

will sell at the Mart on 10th December. Solicitors, Messrs. E. C. Rawlings, Butt & Bowyer, 2, Walbrook. Particulars of the Auctioneers, 1, Gray's Inn-place, W.C.1.

PERIODICAL SALES.
ESTABLISHED 1843.

MESSRS. H. E. FOSTER & CRANFIELD conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS

MESSRS. H. E. FOSTER & CRANFIELD beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2 Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

J. J. HILL & WEAVER,
Auctioneers and Valuers of Licensed Property,
28, THEOBALD'S ROAD, LONDON, W.C.1.
T. J. WEAVER, F.A.I. L. T. WEAVER, F.A.I.
J. J. HILL, F.A.I. F. WEAVER, F.A.I.
Telephones: HOLBORN 2441 and 2442. Founded 1867.
Sales and Valuations for all purposes. Compensation Claims, Probate, Rating, etc.

H. J. BLISS & SONS
MONTHLY SALES at THE AUCTION MART.
Special attention also given to
Valuations; Specifications; Dilapidations;
Management of House Property; Compensation Claims;
Sale by Private Treaty.
106, Cheapside E.C.2 & 164, Bethnal Green Rd., E.2.

OLD POSTAGE STAMPS.

£10,000! WANTED to purchase. Old Postage Stamps and Albums, £10,000! A gentleman is prepared to buy Stamps, preferably those issued 1840 to 1870. Immediate cash. Look up your old letters.—Write immediately "X.Y.Z." c/o Keymer's Advertising Agency, 1/3, Whitefriars-street, London, E.C.4.

TO POTENTIAL LEGATORS.

THE
ROYAL FREE HOSPITAL

TREATS 750 PATIENTS DAILY, IS UNENDOWED, AND IS URGENTLY IN NEED OF FUNDS.

Perpetual Endowment of Named Bed £1,000, or Cot £400.

Treasurer: ALBERT LEVY, Esq., Royal Free Hospital, W.C.1.

CAMBERWELL HOUSE,
33, Peckham Road, London, S.E.5.
Telegrams: "PSYCHOLIA, LONDON."
Telephone: RODNEY, 4731, 4732.

For the Treatment of Mental Disorders.

Also completely detached villas for mild cases with private suites if desired. Voluntary Patients received. Twenty acres of grounds. Hard and Grass Tennis Courts, Bowls, Croquet, Squash Racquets, and all indoor amusements, including Wireless and other Concerts, Occupational Therapy, Physical Drill and Dancing Classes, X ray and Actino Therapy, Prolonged Immersion Baths, Operating Theatre, Dental Surgery, and Ophthalmic Department, Chapel.
Four Resident Physicians and Visiting Pathologist.
An illustrated Prospectus may be obtained upon application to the Secretary.

HOVE VILLA, BRIGHTON,
Convalescent Branch of the above.

Protect the Child.

Over three million Defenceless Little Ones have been benefited by the

NATIONAL SOCIETY FOR PREVENTION OF CRUELTY TO CHILDREN.

245 Inspectors are at work in all parts of the United Kingdom. A Remembrance of the Claims of the Children is earnestly sought when preparing Charitable Bequests.

Legacies
are a Valuable Help.

Full report on application to
WILLIAM J. ELLIOTT, Director,
VICTORY HOUSE, LEICESTER-SQUARE, W.C.2.

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853). Agents—The United States and Canada; The Carswell Co., Ltd., 145–149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, November 30th, 1929.